# United States Court of Appeals for the Second Circuit



**EXHIBITS** 

# Docket 76-4275 No. 76-4275

In The

# United States Court of Appeals

For the Second Circuit

COMMUNICATION WORKERS OF AMERICA, LOCAL 1122, Petitioner,

- US. -

NATIONAL LABOR RELATIONS BOARD, Respondent,

NEW YORK TELEPHONE COMPANY,

Intervenor.

Petition for Review from the National Labor Relations Board

### **EXHIBITS**

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## GENERAL COUNSEL'S EXHIBIT 1 (o) — Index and Description of Formal Documents.

### INDEX AND DESCRIPTION OF FORMAL DOCUMENTS

### General Counsel's Exhibit

- 1(a) Original Charge, dated July 25, 1975
- (b) Affidavit of Service of 1(a), dated July 25, 1975
- (c) Complaint and Notice of Hearing, dated July 25, 1975
- (d) Affidavit of Service of 1(c), dated September 25, 1975
- (e) Respondent's Answer, dated received October 7, 1975
- (f) Notice of Intention to Amend Complaint, dated November 20, 1975
- (g) Affidavit of Service of 1(f), dated November 20, 1975
- (h) Order Rescheduling Hearing, dated November 24, 1975
- (i) Affidevit of Service of 1(h), dated November 24, 1975
- (j) Order Rescheduling Hearing, dated December 25, 1975
- (k) Affidavit of Service of 1(j), dated December 29, 1975
- Request for Further Postponement of Hearing, (Respondent's), dated received January 15, 1976
- (m) Order Denying Respondent's Request For Further Postponement of Hearing, dated January 15, 1976
- (n) Affidavit of Service of 1(m), dated January 15, 1976
- (o) Index and Description of Formal Documents

General Counsel's Exhibit 1(0)

5010





Agreement Between

New York Telephone Company
and
Empire City Subway Company (Limited)
and
Communications Workers of America

Communications Workers of America AFL-CIO District One

Effective July 18, 1974

### **AGREEMENT**

This Collective Bargaining Agreement is between the NEW YORK TELEPHONE COMPANY and the EMPIRE CITY SUBWAY COMPANY (LIMITED), and the COMMUNICATIONS WORKERS OF AMERICA, hereinafter called the Union. In consideration of the covenants and terms herein contained, the parties hereto agree:

### ARTICLE I

### Recognition

1.01 The Company hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours and other terms and conditions of employment for the following certified unit of employees:

Included: All plant, network operations, customer services, technical services, engineering and facilities employees of the New York Telephone Company whose occupational classifications are listed in the craft, building and supplies, clerical and miscellaneous groups appearing in Article 31; all employees in the Empire City Subway Company (Limited); it being understood that the certified unit shall include only those employees employed in occupational classifications which were included in the certified unit under the previous Collective Bargaining Agreement.

Excluded: All guards, watchmen, professional employees, supervisors as defined in the National Labor Relations Act, as amended, and employees regularly performing confidential labor relations duties.

### ARTICLE 3

### Collective Bargaining

- 3.01 All collective bargaining on rates of pay, wages, hours, and other terms and conditions of employment shall be conducted by the duly authorized representatives of the Union and by the duly authorized representatives of the Company. The collective bargaining committees for the Union and for the Company shall not exceed eight (8) members each.
- 3.02 Meetings for collective bargaining shall be held upon request of either party at a time and place agreeable to both parties, and each party agrees to keep the other informed in writing of the names of their respective collective bargaining representatives.

### **ARTICLE 4**

Promotions and Transfers of Union Representatives

4.01 The Company agrees that it will not promote or transfer an Officer. Chief Steward or member of the Executive Board of a Union Local without the consent of the Union Local if such promotion or transfer affects his status as a representative of the Union Local. The Company shall give the Union Local not less than fourteen (14) calendar days written notice of any proposed promotion or transfer of an Officer, Chief Steward or member of the Executive Board of a Union Local.

- 5.02 Cancellation by employees of such written an thorization for payroll deductions must be in writing and the Company agrees to notify the Union and the appropriate Union Local of the receipt of any such written cancellations.
- 5.03 Either party may, by written notice given to the other, terminate, with respect to any employee, the obligation and right of the Company to make such deductions. The Company shall give notice of such termination to the employee.
- 5.04 An employee's written authorization for such deductions shall be cancelled automatically by the Company when the employee is transferred, except on an acting basis, to a position wherein he is no longer covered by the terms of this Agreement. The Company will notify the Union of all such permanent transfers.
- 5.05 The amount of regular Union dues as established from time to time by the Union shall be certified to the Company by the Union. When there is any difference in the amount of regular Union dues because of differences in occupation or rate of pay the certification to the Company shall be such as to permit the Company to determine the proper amount to be deducted in each case.
- 5.06 The Union hereby agrees to indemnify the Company and hold it harmless from all claims, damages, costs, fees or charges of any kind which may arise out of the honoring by the Company of dues deduction authorizations in accordance with the provisions of this Article, and the transmitting of such deducted dues to the Union.

### ARTICLE 8

### Transfers

8.01 The Company may transfer or assign, temporarily or permanently, any employee from an occupational classification to another, or from one assignment to another within the same occupational classification, or from an occupational classification to a position outside of the bargaining unit\*, either as a step in force adjustment or for other purposes, provided that if such transfer or assignment results in reducing the basic weekly wage rate, the employee so transferred or assigned shall not receive wage treatment less than that received by employees at top rates in the position and locality to which the employee is transferred or assigned.

Whenever employees are assigned, they will be paid in accordance with the provisions of Article 9, where applicable.

\*In no event shall an employee be transferred to a position outside of the bargaining unit for the purpose of circumventing the provisions of Section 9.08 or Section 14.03.

### ARTICLE W

### Waiver or Modification

30.01 This Agreement constitutes the entire agreement between the parties, and no waiver or modification shall be effective unless signed by the parties hereto, and no such writing, applicable to any particular instance or instances shall be construed as any general waiver or modification, but shall be strictly limited to the extent and occasion specified herein.

### ARTICLE 31

Wage Practices

General

31.01 Part I of Wage Rates and Progressions in this Article shows the top basic weekly wage rate for each occupational classification, by wage zone, and the reference number of the applicable wage progression table. Part II shows the composition of the wage zones. Part III shows the wage progression tables.

Application of the Wage Progression Tables

31.02 Each Wage Progression Table consists of three columns headed "Rate," "Int." (Interval) and "Amt." (Amount) respectively. The normal interval for increase consideration, in months, and the normal amount of wage increase are shown opposite the basic weekly wage rate to which they apply. Thus the normal increase treatment for any employee is determined by locating his basic weekly rate on the appropriate table.

- 40.02 To achieve the above principles, the Company and Union agree to establish for the duration of the 1974 agreement an advisory committee on safety principles at the Company headquarters level. The committee shall consist of not more than three (3) representatives each from the Company and the Union to be appointed by the Company and the International Union respectively). This committee shall meet from time to time as required but at least three (3) times per year. In addition, the American Company (AT&T) and the International shall continue to confer as needed on safety principles.
- 40.03 In connection with any safety activities, the Company agrees to reimburse only for the time spent by active employees for attendance at such committee meetings during the employee's scheduled tour at his regular straight time rate of pay.

### **ARTICLE 41**

### Duration of Agreement

- **41.01** This Agreement, effective as of July 18, 1974, shall continue in force and effect until terminated as provided in Section 41.02.
- 41.02 By notifying the other party in writing at least 60 days prior to August 7, 1977 either party may terminate this Agreement at 11:59 P.M. on August 6, 1977.

If no such notice of termination is given, this Agreement shall automatically continue in full force and effect after August 6, 1977 for successive renewal periods of one year each, subject to the right of either party to terminate this Agreement at the end of any renewal period by notifying the other party in writing at least 60 calendar days prior to the date of termination, of its intention to terminate this Agreement.

NEW YORK TELEPHONE COMPANY and EMPIRE CITY SUBWAY COMPANY (LIMITED) By C. G. BLAIR. Assistant Vice President

COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO
By M. DON SANCHEZ
Area Director

APPROVED: G. E. WATTS President

### ATTESTED:

E. DEMPSEY, Local 1101 J. CONNOLLY, Local 1101 D. KEENAN, Local 1103 E. CREEGAN, Local 1106 R. WAGNER, Local 1122 W. SULLIVAN, Local 1126

DATED: AUGUST 11, 1974

- 8 An employee temporarily promoted to a management job shall be charged with the average overtime of his unit during the entire period of his absence from his unit on the acting assignment.
- An employee absent from the job for any of the following reasons shall not be charged with overtime during such absence;
  - a) Vacation;
  - b) Incidental absence due to personal illness;
  - Excused absence, e.g., marriage, jury duty, death in family, personal business, union business.
- 10. An employee who is a member of a military reserve unit and is required to attend a scheduled reserve meeting on an evening or weekend or an annual encampment or cruise or an emergency call to duty will be excused from overtime work during such period and will not be charged with such excused overtime.
- 11. An employee absent from the job for any reason other than those described in paragraphs 7, 8, 9 and 10 shall be charged with the average overtime of his unit during his absence.

GENERAL COUNSEL'S EXHIBIT 6 - Collective Bargaining Agreement (1964).

### AGREEMENT

between

# **New York Telephone Company**

(PLANT DEPARTMENT)

and

**Empire City Subway Company** 

(LIMITED)



Communications Workers
of America AFL-CIO
District 1

Effective February 27, 1964

# GENERAL COUNSEL'S EXHIBIT 6 — Collective Bargaining Agreement (1964).

assignment, it may so notify the Company, and the Company will meet with the Union to bargain about the wage rate of the occupational classification involved.

7.02 Employees shall receive further increases in rate of pay after February 27, 1964 and for the life of this Agreement as specified in the wage progression tables for their occupational classifications in Article 31 of this Agreement, except as otherwise provided in this Article.

7.03 The wage progressions referred to in Section 7.02 above show the normal time intervals at which an employee will be considered for wage increases, as well as the normal amount of wage increases. Such wage progression increases may be deferred or withheld if, in the judgment of the Company, the employee does not merit the increase A claim by the Union that the Company's judgment has been exercised without proper reason in deferring or withholding a wage progression increase may be processed in accordance with the grievance and arbitration provisions of this Agreement.

7.04 Employees may be hired at rates above the lowest rates shown in Article 31 for their occupational classification and wage zone.

## ARTICLE 8 TRANSFERS

8.01 The Company may transfer or assign, temporarily or permanently, any employee from an occupational classification to another, or from one assignment to another within the same occupational classification, or from an occupational classification to a position outside of the bargaining unit, either as a step in force adjustment or for other purposes, provided that if such transfer or assignment results in reducing the basic weekly wage rate, the employee so transferred or assigned shall not receive wage treatment less than that received by employees at top rates in the position and locality to which the employee is transferred or assigned.

Whenever employees are assigned, they will be paid in accordance with the provisions of Article 9, where applicable.

- 8 -

8.02 If an employee is permanently transferred by the Company within the bargaining unit from one Area to another Area within the Upstate Territory, or from one Territory to any other Territory, or is permanently transferred by the Company to a position in another Territory of the Company outside of the bargaining unit, a claim by the Union that the employee has been unjustly selected for such transfer may be processed in accordance with the grievance and arbitration provisions of this Agreement.

8.03 Any employee who in the judgment of the Company is required to change his residence as the result of a permanent transfer by the Company shall be given an allowance for moving expenses.

8.04 An employee shall be advised by the Company upon transfer whether the transfer is temporary or permanent. Any transfer in excess of twelve (12) months shall be considered as permanent.

# WAGE TREATMENT FOR PROMOTIONS OR ASSIGNMENTS

This Article provides for credit and payment as set forth below but does not constitute a limitation of the Company's rights under Articles 7 and 8.

9.01 When an employee is assigned by management for one or more full days to an occupational classification having a top rate of pay higher than the top rate of pay of the occupational classification in which the employee is classified, such employee will be paid his regular weekly rate plus one-half of the amount of the increase for the next full step of the wage progression applicable to the occupational classification having the higher top rate of pay, prorated for the number of full days worked in the higher occupation classification on the basis of a five day week. The increase to be prorated shall be not less than \$3.00 on a weekly basis unless:

a. \$3.00 is more than the next full step, in which event the next full step shall be used in computing the increase, or

September 10, 1973

TO:

All District One Staff

FROM:

Morton Bahr, Vice Fresident

SUBJECT: Constitution Interpretation

A number of Local Unions have adopted or are considering adopting By-laws provisions that would make it a violation of the By-laws if a member accepted a temporary management job. Following is the exact proposal that was-adopted by Local 1127.

"Effective January 31, 1969, no local 1127 membermay accept or enter into a temporary or acting
management assignment. Should any Local 1127
member accept or enter into such an assignment,
he or she shall be subject to charges inaccordance with the Local 1127 By-laws and CWA
Constitution. Should any Local 1127-member be
found guilty by a duly Authorized and constituted
Local 1127 Trial Court of violating the aforesaid
rule, the Trial Court shall set a penalty, the
minimum of which shall be a \$50 fine and suspension
of all rights of membership pending payment of such
fine."

John Carroll who is chairman of the Constitution Committee has advised me that the Local 1127 proposal cannot be approved since it is in conflict with Article V, Section 4(a) of the CWA Constitution which reads as follows:

"(a) Membership in the Union shall be terminated when any member shall accept a position which would render him ineligible for membership, except that a member who temporarily assumes such a position may retain membership for a period not to exceed thirty (30) days; provided during such period such member shall not hold any office within the Union."

To accomplish what Local 1127 wants to accomplish would require a constitutional amendment to eliminate acting or temporary management jobs from the meaning of that section of the Constitution. This matter should be brought to the attention of your Locals.

M.B.

MB/pd

cc: G. Cramer

Page 6 of the CMA Constitution.

JUDGE GADSDEN: Well, it's relevant.

PR. PATCHULAT: Would you mark this General Counsel's Exhibit 8.

(The document above-referred to, was marked General Counsel's Exhibit 8 for identification)

PR. MATCHULAT: Can I have this marked General Counsel's Exhibit 9, Acting Supervision banned by Local 1122 CWA.

(The document above-referred to, was marked General Counsel's Exhibit 9 for identification)

MR. MATCHULAT: Your Honor, at this time I offer into evidence as General Counsel's Exhibit 8, a one-page document dated September 10th, 1973, addressed to all District 1 Staff, from Morton, Morton Bahr, Vice President stating subject: Constitution Interpretation.

MR. LIPSITZ: I object to that, your Honor. I object on the grounds of its authenticity. I was previously told by Counsel that he would not have proof that it was bonafide but I object on the grounds of irrelevance and further on the grounds that it is not binding on the Respondent in their case. This is not a communication from the Respondent; in that matter, to the Respondent. It's a communication without regard to the office held by the writer; who that person has a great deal of authority within the CWA, which I must very

carefully concede, but he is not the Respondent. He does not in this case represent the Respondent and it is not directed to the Respondent. For those reasons, it should not be admitted being binding upon the Respondent in this respect. It's hr. Bahr's interpretation of the Constitution. By the way, hr. Bahr, because I'm concerned that people I negotiate with will telephone the company and go back and tell hr. Bahr that Counsel for Local 1122 suggested that he doesn't have authority. He has great authority but he doesn't have unilateral authority to interpret constitutions. That has to be done by provision. That doesn't say the Vice-President interprets the Constitution to bind anybody.

IR. HATCHULAT: Your Honor, I certainly expose its
introduction, in view of the fact it does indicate the
position of the Respondent with respect to its International
affiliate, which is going to be contended to the Mational
Representative in this case. The Respondent's position is
that at veriance with the bargaining representative's
position on ban of the type which is in issue here, accordingly
I feel that it is most relevant to the proceeding and would
urge it's introduction.

MR. YAKER: In connection with my statement with regard to the CWA Constitution, this document speaks for itself and has a statementin it by the Constituenal Committee of the CWA International, which in referring to that section and

4

GENERAL COUNSEL'S EXHIBIT 8 - (Voir Dire).

article in the CWA Constitution that I referred to previously, and clearly it states, any ban on accepting acting management positions is a violation of the CWA Constitution. Really it's relevant. Whether or not it's material in that it serves to be in part determinative of the issue, is something you have to decide at the end of the trial.

MR. LIPSITZ: Your Honor, may I say one other thing.

This is not a statement from the Constitution, Constitution

Committee, this is a statement from Mr. Babr, who states

what a clear Constitution Committee is. So, that in this

respect it is not a statement of authority but Mr. Babr's

statement that somebody told him.

MR. YAKER: My statement was it was in reference to his statement, and Mr. Lipsitz has not denied and stipulated as to the authenticity of the document.

JUDGE GADSDEN: I think we have enough statements from the Vice-President. Objection overruled. The relevancy will be determined by the Court.

General Counsel's Exhibit 8 is received into evidence at this time.

(The document above-referredto, heretofore marked General Counsel's Exhibit 8, was received into evidence)

MR. MATCHULAT: Your Honor, at this time I propose to receive into evidence as Ceneral Counsel's Exhibit 9, c one-page document which appears to be a notice headed with the

GENERAL COUNSEL'S EXHIBIT 9 - Notice of Local 1122 C.W.A.

# ACTING SUPERVISION BANNED BY LOCAL 1122 CWA

AT THE MAY 9th REGULAR MEMBERSHIP MEETING OF LOCAL 1122 the FOLLOWING MOTION WAS INTRODUCED AND PASSED UNANIMOUSLY BY THE MEMBERSHIP:

"EFFECTIVE JUNE 1st, NO UNION MEMBER WITHIN THE JURISDICTION OF THIS LOCAL SHALL ACCEPT THE POSITION OF ACTING SUPERVISION. IF ANY UNION MEMBER SHALL DO SO, APPROPRIATE ACTION OF ANY LAWFUL PROCEDURE UP TO AND INCLUDING EXPULSION FROM THE LOCAL UNION SHALL BE TAKEN. EFFECTIVE JUNE 1st, 1969 ALL UNION MEMBERS WITHIN THE JURISDICTION OF THIS LOCAL, NOW SERVING IN THE CAPACITY OF ACTING SUPERVISION SHALL RETURN TO THEIR CRAFT POSITIONS OR BE SUBJECT TO THE SAME APPROPRIATE ACTION."

ALL MEMBERS NOW SERVING
IN THE CAPACITY OF ACTING
SUPERVISION SHOULD NOTIFY
THE COMPANY OF THEIR INTENTION
OF RETURNING TO THEIR CRAFT
STATUS ON CR BEFORE—
JUNE 1511969

Local 1122 C. N.a.

GENERAL COUNSEL'S EXHIBIT 10 - Notice of Local 1122 C.W.A.

# STILL IN EFFECT JUNE 15 1975

# ACTING SUPERVISION BANNED BY LOCAL 1122 C.WA

AT THE MAY 9, 1969 REGULAR MEMBERSHIP MEETING OF LOCAL 1122 THE FOLLOWING MOTION WAS INTRODUCED AND PASSED UNANIMOUSLY BY THE MEMBERSHIP:

" EFFECTIVE JUNE 1st, 1969, NO UNION MEMBER WITHIN THE JURISDICTION OF THIS LOCAL SHALL ACCEPT THE POSITION OF ACTING SUPERVISION. IF ANY UNION MEMBER SHALL DO SO, APPROPRIATE ACTION OF ANY LAWFUL PROCEDURE UP TO AND INCLUDING EXPULSION FROM THE LOCAL UNION SHALL BE TAKEN. EFFECTIVE JUNE 1st, 1969 ALL UNION MEMBERS WITHIN THE JURISDICTION OF THIS LOCAL, NOW SERVING IN THE CAPACITY OF ACTING SUPERVISION SHALL RETURN TO THEIR CRAFT POSITIONS OR BE SUBJECT TO THE SAME APPROPRIATE ACTION."

ALL MEMBERS NOW SERVING
IN THE CAPACITY OF ACTING
SUPERVISION SHOULD NOTIFY
THE COMPANY OF THEIR INTENTION
OF RETURNING TO THEIR CRAFT
STATUS ON OR BEFORE——

JUNE 15, 1969

Local 1122 C. W. a.

GENERAL COUNSEL'S EXHIBIT 11 - Letter, dated 7-2-75.

July 2, 1975

Secretary Local 1122 CMA 706 Beach Road Buffalo, NY 14225

I hereby charge Richard Macvie-with violating the CKA Local 1122 union rule prohibiting a member from accepting an "Acting Supervision" assignment.

He was "Acting" from June 8 to June 14, 1975 and from June 29 , 1975 to the present and continuing.

I swear that the above charges are true.

Name R. g. Bell ...

Title Chif Steward at Tom Home Address . 97. 2428 St.

Received July 3, 1975
Lite Bronks
Rita Biondo, Secretary

pe11

GENERAL COUNSEL'S EXHIBIT 13 - Letter, dated 7-8-75.

Communica 'ons

LOCAL 1122



Workers of America

WITH AFL-CIO, CLC)

706 BEACH ROAD BUFFALO, NEW YORK 142

July 8, 1975

Richard Macvie
- 240 South First Street
Lewiston, NY 14092

Dear Member:

Please be advised that the Local 1122 Executive Board is in receipt of the enclosed charge against you.

The Board has reviewed this charge and finds it in proper order for trial.

You will be advised of the time and date of the trial as soon as arrangements are finalized.

Sincerely and fraternally

Rita Bundo

MM enc Rita Blondo, Secretary

### GENERAL COUNSEL'S EXHIBIT 14 - Union Proposal.

Union Proposal 4----

### ARTICLE 9

### WAGE TREATMENT FOR PROMOTIONS ASSIGNMENTS

- 9.02 Deleate present wording entirely. Use following language:
  - " Any employee assigned for all or part of a day to any higher occupational classification, shall be considered to have been assigned for the full day and the employee shall be paid the T. I. differential for the full day."
- 9.08 Amend to read as follows:
  - In selecting employees for promotion or to fill vacancies on a temporary or permanent basis to occupational classifications within the bargaining unit, seniority shall govern if other neckssary qualifications have been met. If action contrary to the foregoing is taken by management, it shall be subject to the grievance and arbitration provision of the contract.
- 9.09 ADD new paragraph 9.09 to read as follows:
  - \* Any employee promoted to management shall lose all seniority as to choice of vacations, promotions, selection of tours, transfers upon his return to the bargaining unit, for the length of the time he was promoted to management.
- NOTE: Seperate demand on job posting and bidding to be incorporated

  as separate Article or part of 9.08 or 9.09.

### SUMMARY OF ACTING SUPERVISORY ASSIGNMENTS IN PLANT DEPARTMENT- UPSTATE

10CAL	YEAR	INSTALLATION- REPAIR	OUTSIDE PLANT	BLDGS. M.V. SUPPLIES	SWITCHING SERVICES	ENGINEERING	ACTING TITLE
1122-Bufralo	1975	1-1 1-3 1-1	4-6 2-4			1-1 1-2 5-6	Svo.Rec.Sapvi F.A.C. S.pt.y.Asst. Spl.Frm. Line Frm. Cler.S.Nv. Engr.Rec.Sup Rec. st:
	1974	1-2	3-5 3-4			5-14 1-1 3-4	Svc.Pec.Supv Spl.Fmm. Line Fmm. Rec.#st. FileBar.Supv Scot.Ltono.
	1973		2-3 2-2	1-1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	3-5 1-3 2-3	Spl.Fmm. Line Fmm. Blds.Fmm. Rec.Acrt. Filehal Supr
	1972					1-1	Rep. Asst.

The first number in the summary indicates the number of different employees who accepted Acting Assignments in that year.

The second number indicates the number of occasions Acting Assignments were made in that year - some employees acted more than once. It does not indicate total weeks of Acting.

Testimony of Hennessy, Direct ETT 54-55; 71-75)

21

SUMMARY OF ACTING SUPERVISORY ASSIGNMENTS IN PLANT DEPARTMENT- UPSTATE

LOCAL	YEAR	INSTALLATION- REPAIR	OUTSIDE C	BLDGS. M.V. SUPPLIES	SWITCHING SERVICES	ENGINEERING	ACTING TITLE
1122-Buffalo	1969	7-7 1-1	4-4 3-4		5-6	1-1	Svc.Frm. Svc.Bur.Fmn. Spl.Fmn. Line Fmn. C.O.Fmm. Rec.Asst.
	1968	13-17 2-3	7-12 3-5		8-12	1-1	Sve.Fmn. Sve.Bur.Fmn. Spl.Fmn. Line Fmn. C.C.Fmn.
	1967	21-31 1-2	8-15 8-15	2-2	9-10		Svc.Fmn. Svc.Bur.Fmn. Spl.Fmn. Line Fmn. C.C.Fmn. Supply Fmn.
	1966	17-36 4-7	8-16 14-23	3-3	8-11		Sve.Fmn. Sve.Bur.Fmn. Spl.Fmn. Line Fmn. C.C.Fmn. Supply Fmn.

The first number in the summary indicates the number of different employees who accepted: Acting Assignments in that year.

The second number indicates the number of occasions Acting Assignments were made in that year - some employees acted more than once. It does not indicate total weeks of Acting.

General Counters Exhibit 16 - Three Summary Sheets and Testimony of Hennessy, Direct (Tr. 54-55, 71-75)

SUMMARY OF ACTING SUPERVISORY ASSIGNMENTS IN PLANT DEPARTMENT - HISTATE

LOCAL	YEAR	INSTALLATION- REPAIR	OUTSIDE PLANT	BLDGS. M.V. SUPPLIES	SWITCHING SERVICES	ENGINEERING	ACTING TITLE
ll22-Buffalo	1965	7-10 1-1	6-6 5-5		2-2		Svc.Fmr. Svc.Bur.Fmn. Spl.Fmn. Line Fmn. C.O.Fmn.
	1964	9-10	9-13 3 <b>-</b> 3		5-7		Svc.Fmn. Spl.Fmn. Line Fmn. C.C.Fmn.
	1963	32-47	11-16 6-10	2-2	6-9		Svc.Fmn. Spl.Fmn. Line Fmn. Gar.Fmn. C.O.Fmn.
	1962	31-46 1-1	4-8 4-7	1-1 1-3	. 1 <b>0-</b> 15	-	Svc.Fmn. Svc.Bur.Fmn. Spl.Fmn. Line Fmn. Gar.Fmn. Supply Fmn.

The first number in the summary indicates the number of different employees who accepted Acting Assignments in that year. The second number indicates the number of occasions Acting Assignments were made in that year - some employees acted more than once. It does not indicate total weeks of Acting.

General Counsels Exhibit 16 - Three Summary Skets and Testimony of Hennessy, Direct (Tr. 54-54, 71-75).

JUDGE GADSDEN: Anything else? I'm just trying to make some assessment of time here as to having a recess and returning.

MR. NATCHULAT: There are no more documents at least at this time that I'll be proposing by stipulation. I may during the course of the testimony.

JUDGE GADSDEN: That's what I mean. At this time.

MR. MATCHULAT: Your Honor, may I attempt to offer by stipulation, and if I may have this marked.

JUDGE GADSDEN: Yes, sir.

MR. MATCHULAT: May we go off the record for a minute?

JUDGE GADSDEN: Off the record.

(Discussion off the record)

JUDGE GADSDEN: On the record. All right, sir.

MR. LIPSITZ: I think he wants to identify the exhibit first.

MR. MATCHULAT: Mark this as General Counsel's Exhibit 16 also, please.

(The document above-referred to, was marked General Counsel's Exhibit 16 for identification)

MR. MATCHULAT: Your Honor, at this time I propose to offer into evidence General Counsel's 16, which is a compilation of data with respect to unit employees in various ldcals in the New York State Region, who have since 1961 acted as supervisors within the area known as the Upstate Region of USA Reporting

New York Telephone Company. I would offer that into evidence at this time.

MR. LIPSITZ: Mr. Matchulat, the problem I have with that is, you just said they have acted as; youmean in the position of acting temporary foreman?

PR. PATCHULAT: Correct. Who have performed temporary supervisory jobs and have acted under a supervisory position.

MR. LIPSITZ: Okay. With that clarification I'm willing to stipulate that Mr. James Hennessy, the General Manager of the Western Area, if he were called upon to testify, he accurately would testify that those would activaly and substantially reflect what is contained in the Company's records of the same information.

JUDGE GADSDEN: What that proviso General Counsel's Exhibit 16 is received into evidence.

MR. YAKER: May I, your Honor?

JUDGE GADSDEN: Yes.

HR. YAKER: It's my understanding, Mr. Lipsitz, that the union had a certain amount of time to examine this Union document. This document was given to the December 24th.

Haden dispute: The accuracy of your stipulation of what Mr. Hennessy would testify, it accurately reflects but the union is willing to stipulate that as far as it knows, it accurately reflects the company's records; if not, do you have evidence that you intend to propose?

of those first line supervisors differ in any manner that you testified to with the duties and responsibilities of the first line supervision in the Western Areas as in 1960 to 1971?

- A. No, the duties are the same.
- And since 1971...in the position you've held since 1971, have the responsibilities of the Acting Supervisors in these other areas of the State, have they differed in any manner from that which you testified to as to the duties and responsibilities of the Acting Supervisors that were in the Western Area?
- A. No.
- Q. And since 1971 have the acting supervisors received a different amount or method of payment while they have been acting supervisors in those other areas?
- A. Yes, they are receiving differential based on the 6% calculation that I described earlier.
- Q. Mr. Hennessy, I'm showing you what has been received into evidence as General Counsel's Exhibit 16 which has been received into evidence, and is a compilation with respect to the Upstate Area, and at this time I point out, Your Honor, I would refer you also and Mr. Lipsitz to the document, and the first page in the first section of the document. Mr. Hennessy, will you please describe the first page and what that first section reports to be or what ISA Reporting

### it actually constitutes?

- A. Well, this first section is a summary of all the Acting Supervisors, assignments in the Upstate Territory from early '60 on. It's divided first by Local Number and then in reverse chromological order by year and then under the major sections of the plant department operation, that is the installation repair, the outside plant, building motor vehicles and supplies, switching services and engineering for each of the titles shown on the far right. It shows the number of different people who have acted in the number of occurrences that year. For example 1975, the very first line and under installation repair, 17 different individuals acted, a total of 24, on 24 occasions as service foremen.
- Q In the local?
- A. In Local (11), Binghamton, New York.
- Q. For example the first number the first 17, indicates the number of the different people?
- A. Yes.
- Q. Then the 24 indicates the number...
- A. Different occurrences during that year when they did act.
- Q. Now, referring to the margin, or the column on the far right where it says acting title. I think the record should be clear with respect to who those or what those abbreviations mean. Would you please go through and describe what that title is?
- A. The first title is Service Foraman. That's the individual

who services installation and repair activities. The next title is Staff Assistant. That title can appear in a number of different places. Normally it would be a very small group assigned to him to provide staff support to higher level management. Service Bureau Foreman, an individual who runs either the assignment portion or the test desk portion of the repair bureau. Line Foreman, the people, supervision, construction outside the plant. Splicing Foreman, those people who supervise either the maintenance or the construction involved with the splicing outside of the plant.

That's the column street.

A. Yes. The next one, Building Foreman is responsible for the maintenance and House Service of our billings.C.O.

Foreman means Central Office for Finance and is responsible for the Switchman who maintains the switching center, College Engineering Records Supervisor in the Engineering Department who supervises the clerical people who prepare prints and blueprints and so forth for construction and maintenance for the facility. Records Assistant, a title again used in Engineering. In this particular case it involves those people who also supervise small clerical groups, and most of the titles are then repeated. I believe we hit most of them.

- Q. You have a G.A.R. Foreman?
- A. That's Carage Foreman, for Maintenance and upkeep [15] A Happorting of our motor vehicles.

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- Q. Mr. Hennessy, now that constitutes a summary?
- A. Yes. That is a summary and all of this is prepared from payroll records which are kept in the District Offices which are scattered throughout the State.
- Q. Now, referring to the first page, Local(11), Binghamton, Elmira. This is a summary and where if any place in this document is there more complete information?
- A. Under the Tab 1111, are a list of all of those individuals by name who have been Acting Supervisors, the location where they acted, their permanent title. For example in the first case 1111, PA Close from Ithaca, whose permanent title is Cable Splicer, was Acting Cable Splicer Foreman for the period July 28th, 1963 to August 16th, 1973, and that is through all of these.
- Q. And you were referring to the first page under Tab 1111?
- A. Yes, right. If you added those up and matched that title, you would see that a title matched these individuals.
- Q. Now, in this summary this was done for every local in the Upstate Area?
- A. Yes, it was.
- Q. And it contains information from the payroll records?
- A. Yes, all the locals on the summary form are prepared from the payroll records.
- Q I 800.
- A. Payroll record cards.

- And each Local referred to in the summary, then has more complete information with respect to name and actual periods under the tab which would follow?
- A. Yes.
- At the end?
- A. Yes.

JUDGE GADSDEN: Does that also include Local 1122?

MR. MATCHULAT: Yes, it does.

JUDGE GADSDEN: Thank you.

AR. YAKER: Your Honor, may I just make sure that your copy of the document contains all the tabs.

JUDGE GADSDEN: Yes, it does.

MR. YAKER: Thank you.

JUDGE GADSDEN: 1122.

MR. YAKER: Yes.

JUDGE GADSDEN: Yes.

MR. YAKER: Yes, thank you.

- Q. (By Mr. Matchulat) Now, Mr. Mennessy, the information with respect to the Upstate Area, was similar information compiled for other areas of the State?
- A. Yes, it was.
- Q. And did you participate in preparation for this proceeding with respect to information on union employees who are acting in a supervisory position with respect to areas of the State, other than the Upstate Area?

		ACTING SUP	ERVISION INVOL	VED WITH CRIEVANCES	,		12-16	-75
			rac - 1127	ii , Delian ho	Acting	Form		
Name Acts. Form.	Griev.	Date Griev.	Location	- I -	Criev.	Partie.		
Mrs. M.F. Christensen	UC2191	2/16/73	Syracuse	Actg. Supv. harasses and supervises in irrational manner.		х		Lenied at Step 2, not appealed.
Mrs. M.F. Christensen	UC2203	3/6/73	Syracus <b>e</b>	Actg. Supvr. accepted grievance and attended grievance meeting.	x	х	. ,	Denied at Step 2, not apprealed.
Mr. J. Linkowski	UW4509	8/7/75	Niagara Fls.	J. Linkowski accepted an assignment as acting Cable Splicing Foreman.	x	-	٠.	Denied at Step 2, not appealed.
Mr. C. Currier	IN194	8/30/6 <b>2</b>	Plattsburgh	Refusal of payment for call while on vacation.	х	X	х	Withdrawn by Union prior to arbitration.
Mr. K. Irish	UN 285	3/10/63	Glens Fls.	Corpany directed B. Lennox to drive a Company vonicle from Granville to Utica and refused to pay the employee overtime.	Х	X	X	Sustained at 2nd Step.
Mr. D. Jones	m1346	7/8/63	Rome	Foreman working with craftsman placing poles.	X	х	Х	Denied at 2nd Step. Not appealed
Mr. W. Hayes	UN 347	7/19/63	Herkimer	Equalization of overtime.	х	Х	х	Denied at 2nd Step, not appealed.
Mr. W. Hayes	LN 362	8/15/63	Herkimer	Equalization of overtime.	x	х	Х	Denied at 3rd Step, not appealed.
Mr. F. Wendler	UN 386	9/27/63	Utica	Equalization of	X	X	х	Sustained at 2nd Step.
Mr. F. Wendler	UN 387	9/27/63	Utica That	Equalization of Overtime.	x x	x **	х	Sustained at
General and Tes	Countimona	s Exhib	+ 19 - T	There Page Grieva	0 10	Regard		12-14-75

#### ACTING SUPERVISION INVOLVED WITH GRIEVANCES

12-16-75

					Acting	Forn.		
		Date			Accepted	Partic.	Cave	
Name Acts. Form.	Griev.	Griev.	Location		Griev.			Remarks
r. Q. Chadwick	UN 462	5/7/64	Granville .	Insufficient notice for board and lodging assignment.	x	x	<b>x</b> .	Sustained at 2nd step.
r. P. Marzella	UN511	7/24/64	Oneida	Company refused to pay doctor's bill	x			Sustained at 3rd step.
r. P. Marzella	UN512	7/24/64	Oneida .	Suspension of R. Kaier	x .	si i		Denied at Step 3, not appealed.
Y. D. Youlen	UN546	9/22/64	Utica	Refused \$15.00 daily allowance on board and lodging assignment.	<b>x</b>	X		Held pending arbitration UC262. Settled in favor of union.
r. C. Reynolds	UN938	1/3/66	Malone	Improper board and lodging assignment, list not posted.	X			Otherwise settled Will give as much notice as possible.
r. J. Noonan	UN1272	2/14/67	Glens Falls	Rotation of Saturday coverage.	x			Denied at Step 3.
r. E. Brooks	UN2003	12/31/68	Glens Falls .	Sidewalks not shoveled, safety hazard.	x	х	x	Denied at Step 2. Withdrawn by Union.
r. H. Brooks	UN2004	1/7/69	Glens Falls	Path from road to building not showeled, safety hazard.	ng X		1	Denied at Step 2, Withdrawn by Union.
r. R. Eddy	UN 4525	2/14/75	Plattsburgh	Change of vacation schedule.	x	. x	х	Vacation abri- tration, settled in favor of

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:41 %

General Counsely Exhibit 19 - Three Page Grievance Report 12-16-75 and Testimony of Hennessey, Direct Etr. 92-93, 96-973, Cross Etr 140-141].

Page 3

#### ACTING SUPERVISION INVOLVED WITH GRIEVANCES

12-16-75

			English that are districted.		Acting	THE RESERVE OF THE PARTY OF THE		
Name Acts. Form.	Griev.	Date Griev.	Location	Nature of Grievance	Accepted Griev.			
Mr. R. Eddy	UN 4526	2/14/75	Plattsburgh	Change of vacation schedule.	x	x	<b>x</b>	Vacation arbi- tration, settled in favor of union.
Mrs. V. Cote	UN 4529	2/14/75	Plattsburgh	Clerks calling customers.	x	x	. х	Denied at Step 2, not appealed.
Mr. R. Eddy	UN4538	2/27/75	Plattsburgh	Saturday rotation, repair service desk.	<b>x</b> .	X	х	Denied at Step 2, not appealed.
Mr. R. Eddy	UN 4723	8/12/75	Plattsburgh	Clerks performing Deskman's work.	x	X	х	Denied at Step 3, not appealed.
Mr. R. Eddy	UN4734	8/18/75	Plattsburgh	Traffic operator back- filled Repair Service position.	x	х	x	Deried at Step 2, not appealed.
Mr. E. Wells	UN4756	9/11/75	Malone	Employee by-passed for InstRepairman's job.	<b>x</b> .	x	x	Denied at Step 3, not appealed.

GENERAL COUNSEL'S EXHIBIT 19 — Three Page Grievance Report, 12-16-75 and Testimony of Hennessy, Direct [Tr. 92 - 93; 96 - 97]; Cross [Tr. 140 - 141].

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- Q. Mr. Hennessy, in preparation for this proceeding have
  you participated in any compilation or preparation of data
  with respect to Acting Supervisors involvement of grievances?
- A. Yes. I ask that a list be prepared of cases in which Acting Supervisors received, accepted grievances, and to prepare such a list with the appropriate details, so that they could be identified. That was done.
- Q. And did you...and was a listing brought with you prepared on the basis of information you received?
- A. Yes. The listing was prepared. A summary of all those grievances.
- Q. Well what area was the information compiled with respect
  to?
- A. All of the locals in the Upstate Territory.
- IR. FATCHULAT: I would like to have this marked as General Counsel's Exhibit 19.

(The document above-referred to, was marked General Counsel's Exhibit 19 for identification)

- Q. (By Mr. Natchulat) Mr. Hennessy, I show you what's been marked as General Counsel's Exhibit 19 for identification, purports and ask you what the document reports to be?
- A. This is a list of grievances that involved supervisors.

  It shows the name of the person who was an acting supervisor,

  the grievance number in which they were involved, the date

  of grievance, the location in which the grievance was presented

GENERAL COUNSEL'S EXHIBIT 19 — Three Page Grievance Report, 12-16-75 and Testimony of Hennessy, Direct [Tr. 92-93; 96-97]; Cross [Tr. 140-141].

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and heard, the nature of the grievant. Then there's a section with three columns under Acting Foreman. Either accepted the grievance, participated in the grievance, and/or gave an answer to the grievant. Then the remark column which indicates the final disposition of the grievance, which whether it advanced to higher steps or not.

- Q. Was this prepared under your direction from review of records kept in the ordinary course of business?
- A. Excuse me. What was the question.
- Q. Was this document prepared under your direction from a review of records kept in the ordinary course of business?

  A. Yes, it was.
- MR. MATCHULAT: I offer into evidence General Counsel's
  19.

MR. LIPSITZ: May I examine on the exhibit?

JUDGE GADSDEN: Yes.

#### EXAMINATION ON VOTE DIRE

- Q. (By Mr. Lipsitz) Mr. Hennessy, sitting here now, do you not know personally, accurately, any information on any of these three pages; do you?
- A. Not my own knowledge.
- Q. Who was it you instructed to get this information?
- A. The individual; Mr. Richard Kelley, the General Labor Relations Supervisor in the Opetate Torritory.
- Q Did you tell him to look at the document or seek information from somebody /in the District Office who had the

\* \* \* \* \*

is going to be produced. We're not entitled to know what the witness is going to provide evidence for, to what the evidence is. But this is not the evidence; neither is the witness' testimony evidence or those pieces of paper. And I'm not entitled to know in advance as to what the evidence is going to be. We certainly not ought to be concerned or confronted with pieces of paper which are not evidence.

JUDGE GADSDEN: What is the purpose of this document, Counsel?

MR. MATCHULAT: The purpose, your Honor, is to indicate or disclose that Acting Supervisors have participated in accepting grievances, adjusting grievances, or at least being involved in the grievance procedure. And this was done upon a review of the records of these grievance numbers, which are numbers here, which records are kept in the ordinary course of business.

JUDGE GADSDEN: What are you offering it for?

MR.MATCHULAT: For the 8(b)(1)(b) allegation, your

Honor. In support of that.

JUDGE GADSDEN: Spell out what you're talking about.

Specifically, what are you offering that document for?

MR. MATCHULAT: Specifically for, your Honor, to indicate or to disclose that individuals who have acted as supervisors, at least in recent years have been involved in adjustments of grievances at least locally as far as

accepting grievances and being participants in the grievance procedure, which to me, as I understand is sufficient to make an individual a representative of the Employer for the purpose of Section 8(b)(1)(b).

JUDGE GADSDEN: You heard the basis of the objection of Mr. Lipsitz here a few minutes ago, challenging portions of this document, statements of the document. You heard his objection?

IR. MATCHULAT: Yes, I did, your Honor.

JUDGE GADSDEN: Do you have a response to that objection?

IR. FATCHULAT: Yes, I do, your Honor. I believe that this document...

JUDGE GADSDEN: Where is Mr. Kelley located?

THE WITNESS: His office,..he has a dual office in Albany and Utica.

JUDGE GAIGDEN: And I do think that Mr. Lipsitz has a valid basis for objecting to this document. Why is Mr. Kelley not here to testify?

MR. YAKER: Your Honor, may I make a statement in response to that?

JUDGE GADSDEN: Yes.

MR. YAKER: This documen' was prepared on the same basis that General Counsel's Exhibit 16, 17 and 18 were prepared.

MR. LIPSITZ: No it wasn't.

GENERAL COUNSEL'S EXHIBIT 19 — Three Page Grievance Report, 12-16-75 and Testimony of Hennessy, Direct [Tr. 92 - 93; 96 - 97]; Cross [Tr. 140 - 141].

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not yet reached the grievance stage.

- Q. Can you be specific by telling us some that you recall, one at least that you can recall?
- A. I can offer you examples of them.
- Q Yes.
- A. Of the way that motor vehicles were assigned to a particular individual; the particular overtime assignment that an individual didn't get and thought that perhaps he should have been working that Saturday or something like that; and an end day shown on the schedule.
- Q. What did...an end day?
- A. An end day of work not scheduled and it might have been shown on Tuesday and couldn't it be a Wednesday, because of my particular personal needs; those could also be grievances, but often they are brought as informal problems.
- Q. Now then, do you know of any specific instance of an acting foreman who settled an informal problem, and if so, can you tell us who it is and when?
- A. Specific case, no.
- Q. Other than what is on GC Exhibit 19, can you tell us about any case of an acting foreman settling any griavance, that is to say, adjusting it?
- A. 19 is the list of grievances?
- Q Other than what is there?
- A. Other than that, no.

GENERAL COUNSEL'S EXHIBIT 19 — Three Page Grievance Report, 12-16-75 and Testimony of Hennessy, Direct [Tr. 92-93; 96-97]; Cross [Tr. 140-141]

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- Q. Other than what is on Exhibit 19, do you know of any acting foreman who has accepted a grievance and given relief?
- A. Other than on Exhibit 19?
- Q Other than what is on 19.
- A. No.
- Q. You testified that the company had been appointing acting supervisors since 1958. Just for the record, when was the first collective bargaining relationship with the CWA; if you recall?
- A. 1961.

MR. YAKER: Your Honor, if I may just interject at this point and prior to 1961 however...

JUDGE CADSDEN: Your comments are not appropriate at this time.

MR. YAKER: May I request a stipulation from Mr. Lipsitz that prior to 1961 there was another union involved other than the CWA?

JUDGE GADSDEN: If Mr. Lipsitz is willing to stipulate.

MR. LIPSITZ: At this time I'm not willing to stipulate.
I'd like to continue with my cross-examination.

JUDGE GADEDEN: You may continue.

MR. LIPSITZ: No further questions,

JUDGE CADSDEN: Yes, sir.

MR. YAKER: I have just one or two, if I may.

# GENERAL COUNSEL'S EXHIBIT 20 — Report of First Step Grievance Review.

0-1592 (Y)	Short 1 of 2
ONFIGE	

Mc#	20	
Case Number	UA 3532	
Local Number		

Report of First Step Grievance Review

(Note: Please Furnish Specific And Complete Information Save Answering Questions At A Subsequent Date)

Presented July 10, 196 73 Time 9	AM Location 79 Rosalia Street
Steward Presenting Grievance T. E. McMul	· · · · · · · · · · · · · · · · · · ·
Frievant(s) R. J. Wrazin Titl	eCable SplicerLocation79 Rosalia St.
	9-16-42 Femily Status M
contract Article Grieved (If Any) Past pre	
	in the second
tatement Of Grievance As Presented Experie	nced maintenance man was not called before
rievance Meeting HeldJuly 1319	373. Location 79 Resalia Street
ength of Meeting	
enagement Committee	Union Committee
. G. J. Schoenhardt	1. T. E. McMullen
. F. J. Kroboth	2. R. J. Wrazin

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## GENERAL COUNSEL'S EXHIBIT 20 — Report of First Step Grievance Review.

743500 D/04 Cleet 2 of 2	1
Background Information - Grievance Involves A Situation In Which: Duty Fores	nan,
W. L. Haley was notified by the Franklin Test Bureau that there was a fire i	THE RESERVE OF THE PERSON NAMED IN COLUMN 2 IS NOT THE OWNER, THE OWN
Stree District and lines were out of service. Bill Haley called Larry Schm	
check fire damage. After Larry spoke to the Main Street Desk, he called Bil	1 Halou and
asked for help. Bill Haley then called out N. N. McQuaid.	
	· · · · · · · · · · · · · · · · · · ·
Union's Presentation: Union contends that experienced maintenance man shoul	
called before man who is listed as not qualified for trouble.	d have been
- gastified for trouble.	4 1 3442.4
	red .
	1 7 <b>*</b> f
Management's Position: Amount and type of trouble was unknown when Larry Sch	mitt was
called out to check report of fire. It was the duty foreman's decision to ca	11 1 -
Schmitt since it does not require an experienced trouble man to report back t	Larry
foreman what material is needed at a fire job.	o the A
·	
	s ku
Disposition Of Case: Not settled - take to second step.	
	, 1: 4
	4. 4.4
	: ::
Verbal Reply Given By G. J. Schoenhardt Time 4:00 P.M. Date	7-13-73
To Union Representative T. E. Hollullen Date 7-13-73	- 21.1824
Here's Mast be Made within Seven (1) pays from Presentat	ion Of
Grievance.	

# GENERAL COUNSEL'S EXHIBIT 21 — Report of First Step Grievance Review and Testimony of Jordan, Direct [Tr. 157 · 160].

15:00 6/14 Chrot 1 of 2		Case Number 14 :531
		Case Number (4:53)
ONFICEIGIAL		Local Number 1122
	Report of First Step Grieva	ance Review
	Please Furnish Specific And Co Save Answering Questions At A St	는 1900년 전 1900년 1일
resented July 9,	198 73 Time 4:00 PM Loca	ation 79 Rosalia Street
teward Presenting Grievan	ceT, E, McMullen	Actg. To Supervisor J. T. Haloney
rievant(s) N. N. McQuai	idTitleCable Spli	cer Location 79 Rosalia St.
1.C.S.D. 5-4-70	Birth Date5-11-47	Family Status
Contract Article Grieved (	If Any) Memo agreement - equal	ization of overtime.
, obbitate Mittele Offered (	11 711	
· ·		
Statement Of Grievance As 1	Presented Unqualified man doi:	ng maintenance work on callout
basis.		
D4212*		
		•
Grievance Meeting Held	July 13. 19\$73.	Location 79 Rosalia Street
Length of Meeting 's hou	υΓ .	
Management Committee	Union Commi	ittee
1. G. J. Schoenhardt	1. T. E. Mo	cMullen

2. R. J. Wrazin

2. F. J. Kroboth

# GENERAL COUNSEL'S EXHIBIT 21 — Report of First Step Grievance Review and Testimony of Jordan, Direct [Tr. 157 - 160].

P-35)	0 5,734	Thiet	2	o:	2
	/			- 4	-

Packground Information - Grievance Involves A Situation In Which: On Saturday,
July 7, 1973 a pole was hit by a car and the cable cut on Casey Road, Amherst. Larry
Schmitt was called out to assist William George in testing paper insulated cable.
Larry Schmitt is listed as "not qualified" to work alone on cable trouble.
igen wished the would
Union's Presentation: Experienced maintenance man was not called to work on cable Chil
trouble. Man should not be called for overtime if he is not qualified, and if he is
called, he should be on the Saturday schedule.
Management's Position: "Experienced" maintenance man is not necessary to assist on
cable trouble. Larry is a maintenance splicer and only lacks experience in clearing
trouble alone. He was called out to attempt to equalize overtime and to gain him some
experience.
Disposition Of Case: Not settled. Take to second step for clarification on who should
be called for trouble in other district.
Verbal Paris dissa p. G. J. Schoenbardt
Verbal Reply Given By G. J. Schoenhardt Time 4:00 P.M. Date 7-13-73
To Union Representative
Note: A Review And Reply Must Be Made Within Seven (7) Days From Presentation Of
Grievance.

1

- Q. Now, during the period, Mr. Jordan, when unit employees perform in acting supervisory positions; how did their responsibility compare to the responsibility of first line supervisor?
- A. They are the same.
- Q. And how does their authority compareewith respect to that of a permanent first line supervisor?
- A. The authority is generally the same.
- Q. Mr. Jordan, are you aware of any instances whereby an acting supervisor has been involved in grievances of employees that have been employed by the Telephone Company in the outside plant maintenance department since you have been in your position?
- A. Yes, I'm aware of two instances where a first line acting cable splicing foreman accepted two grievances.
- Q. Was it the same acting supervisor?
- A. Yes.
- Q When did this occur?
- A. In the summer of 1973.
- Q. Do you know this individual's name?
- A. Maloney. Joseph Maloney.
- Q. Does the New York Telephone Company retain records or documents in the ordinary course of business which would indicate both the nature of the grievance and the involvement of Nr. Maloney in these matters?

- A. Yes, at the first step meeting, notes are kept and forms are prepared and forwarded on up to the District Office for either just filing if the case is resolved at first step or for my use at the second step.
- Q. What does this document refer to that is kept in the ordinary course of business?
- A. It is the first step grievance minutes.
- And where are these retained?
- A. In the District Office, my District Office, 65 Franklin Street.
- Q. Have you brought with you today copies of the documents?
- A. Yes.
  - MR. MATCHULAT: Would you mark these, please?

(The documents above-referred to, were marked General Counsel's Exhibits 20 and 21 for identification)

- Q. (By Mr. Natchulat) Mr. Jordan, I show you what has been marked as General Counsel's Exhibit 20 and ask you what that purports to be, and ask you...
- A. This is a report of a first step grievance review that was compiled from the notes of the people who heard the first step grievance.
- Q. And was this a record kept in the ordinary course of business?
- A. Yes. This is kept in the regular course of business in the business office at 65 Franklin, as well as some other

industrial relations locations, possibly.

- Q. I show you what has been marked as General Counsel's Exhibit 21.
- A. This, too, is a report of a first step grievance and it is kept in the general course of business and a copy is in my office at 65 Franklin Street.
- Q. Do youknow Mr. Maloney?
- A. Yes.
- Q. Did you know, have any particular knowledge of Mr. Maloney being an acting supervisor in July of 1973?
- A. Yes.
- Q In which facility was he working in July of 1973?
- A. In July of 1973 he was working in the Rosealia Street Garage.
- Q Within which local's jurisdiction?
- A. Local 1122.
- MR. MATCHULAT: I offer General Counsel's Exhibit 20 and 21.
  - MR. LIPSITZ: May I on the documents?

    JUDGE GADSDEN: Yes.

#### EXAMINATION VOTE DIRE

- Q (By Mr. Lipsitz) Who is G.J. Schoenhardt?
- A. George J. Schoenhardt, Foreman, Cohle Splicing For enen.
- & Acting?
- A. No, permanent.

GENERAL COUNSEL'S EXHIBIT 21 — Report of First Step Grievance Review and Testimony of Jordan, Direct [Tr. 157 - 160].

160

- Who is F. J. Kroboth.
- A. Frank Kroboth, Cable Splicing Foreman, permanent.
- Each of these documents, 20 and 21, if accurately kept, lists everybody who is in attendance at the first step meeting; is that correct?
- A. Yes.

MR. LIPSITZ: No objection.

JUDGE GADSDEN: Okay, General Counsel's Exhibits 20 and 21 are received into evidence.

(The documents above-referred to, heretofore marked General Counsel's Exhibits 20 and 21 were received into evidence)

IR. MATCHULAT: Your Honor, may we go off the record?

JUDGE GADSDEN: Off the record.

(Discussion off the record)

JUDGE GADSDEN: Back on the record.

- Q. (By Mr. Matchulat) With respect to employee complaints other than written grievances, does the Acting Supervisor possess authority?
- A. Yes.
- Q. What authority does he possess?
- A. Well, he possesses the authority to rectify minor complaints.
- Q. Are you aware of instances since you have been in your present position, where an acting supervisor has resolved complaints other than grigyanges?

1970 - 1975

EMPLOYEE'S NAME	PRESENT CRAF		ASSIGNMENT FROM	TO"	(ASSIGNMENT LOCATION)	UNION LOCAL
Antes, C.W.	Lineman (Line Foreman)		9/2/73	9/9/73	Olean (Olean)	1115
Bolden, M.L.	Engineering St		212113	212113		(1115)
,	(Secretarial S		//20/22	5/10/70	Erie Tower-Buffalo	1122
	(Secretarial 2	renographer)	4/29/73	5/13/73	(Erie Tower-Buffalo)	(1122)
	( "	" )	. 5/20/73	6/17/73	(	(")
	( "	)	9/2/73	9/9/73	(""")	(")
	( "	" )	5/12/74	5/19/74	(""")	(")
	( ."	" )	11/24/74	12/1/74	(" " )	(")
			*			
Devling, R.E.	Cable Splicer				East Aurora	1122
	(Cable Splicin	g Foreman)	7/29/73	8/5/73	(East Aurora)	(1122)
	( " "	" )	2/10/74	2/24/74	("")	(")
	( " "	" )	6/30/74	7/7/74	(" ")	(")
	(""	" )	12/19/74	1/5/75	(" " )	(")
	( " "	" j	2/23/75	3/9/75	(" " )	(")
	( " "	" )	3/30/75	6/1/75	(" ")	(")
	(" "	" ;	6/29/75	7/20/75	(""")	( )
	<i>(</i> " "	" )	8/10/75	8/24/75	(""")	( )
	( " "	" )			("")	( " )
		)	11/9/75	12/28/75	( " " )	(")
Fonoldes I A	Call - C. 14		1.			
Eppolito, J.A.	Cable Splicer	Mark Day Was			Lockport	1117
	(Cable Splicing	g Foreman)	5/27/73	6/3/73	(Lockport)	(1117)
	( " "	" )	8/12/73	8/26/73	( " )	(")
	( " "	" )	9/17/73	10/28/73	(")	(")
. ~	( " "	").	12/23/73	12/30/73	(")	(")
	(." "	" j	4/14/74	4/21/74	( " )	(")
	(" "	" ;	6/30/74	7/14/74	( " )	(")
	(Line Foreman)	,	8/18/74	8/25/74	( " )	(")
	(Cable Splicing	g Foreman)	9/22/74	9/29/74	( " )	(")
Johnson, J.F.	F11		1.			
Johnson, J.F.	Engineering Stu				Erie Tower-Buffalo	1122
	(Secretarial S	tenographer)	9/2/73	9/18/73	(Erie Tower-Buffalo)	(1122)

General Counsel's Exhibit 32 - Nine Pages of Acting Management Assignments and Testimony of Jordan, Direct LTV. 1637, Cross Et. 167-1707;

X

P.48

1970 - 1975

	PRESENT CRAFT TITLE	ASSIGNMENT	DURATION	PRESENT LOCATION	UNION
TOTAL OVER'S NAME	(ACTIVE POSITION HELD)	TROM	0	(ASSIGNMENT LOCATION)	LOCAL
illian, A.M.	Engineering Studies Clerk			Olean	1115
	(Records Assistant)	6/17/73	6/24/73	(Olean)	
	( " " ) .	7/15/73	7/22/73	(")	(1115)
	( " " )	8/19/73	8/26/73	( " )	("
	(" " )	12/16/73	12/23/73	( )	١,
	(Secretarial Stenographer)	* 7/14/74	7/21/74	( " )	( "
	( " " " " "	8/18/74		( " )	( "
	<i>'</i> " " '		8/25/74	( " )	( "
	( " " "	12/29/74	2/9/75	( )	( "
	Continue Description	6/22/75	6/29/75	( " )	( "
	Engineering Records Supervis		7/20/75	( " )	(")
	· " · " "	)8/17/75	8/24/75	( " )	("
	( " " "	)11/9/75	11/16/75	( " )	("
Tempio, J.A.	Plant Results Clerk			65 Franklin StBuffalo	1100
	(Plant Administrative Clerk)	8/27/73	9/9/73	(65 Franklin StBuffalo)	(1122)
loney, J.T.	Cable Splicer				(
y, J.1.				Niagara Falls	1117
	(Cable Splicing Foreman)	6/24/73	7/15/73	(Niagara Falls)	(1117)
	( " )	12/23/73	12/30/73	( " " )	( "
	( " )	1/20/74	1/1/74 -	("")	( "
	("")	4/7/74	./74	( " , " )	( 11
	.( " " )	5/26/74	6/2/74	( " " )	("
* * *	( " " )	6/23/74	6/30/74	( " " )	( " )
		0/23/.4	0,30,74		( )
son, R.C.	Cable Splicer			Hamburg	1115
	(Cable Splicing Foreman)	12/12/73	1/6/74	(Hamburg)	(1115)
	( " " )	7/14/74	7/21/74	( " )	(")
lsson, A.E.	Cable Splicer			70 P14- C- D 75 1	
	(Cable Splicing Foreman)	12/23/73	12/30/73	79 Rosalia StBuffalo	1122
	(""")	4/14/74		(79 Rosalia StBuffale)	(1122)
	<i>i</i> " " ,	11/10/74	4/21/74	(	(")
	(""")	11/10/74	12/1/74	("")	(")
	( " " "	3/13/75	4/6/75	(""")	(")
	( " " "	6/29/75	7/6/75	("")	(")
	\ ,	8/31/75	9/7/75	(""")	(")
		10/12/75	10/19/75	(" " " " )	(")
一 一 一 一 一 一 一 一 一 一 一	(+1)	11/16/75	11/30/75	(1)	(" )
and the second of the second	and the state of t	•	250	1 100	( )

General Counsel's Exhibit 22 - Nine Pages of Acting Management Assignments and Testimony of Jordan, Direct CTr. 163], Cross LTr. 167-170. p 49

1970 - 1975

	EMPLOYEE'S NAME	PRESENT CRAFT TITLE (ACTING POSITION HELD)	ASSIGNMENT FROM	DURATION TO	PRESENT LOCATION (ASSIGNMENT LOCATION)	UNION LOCAL
Y	Reed, A.	Plant Results Clerk (Records Assistant) ( " " ) ( " " ) ( " " )	10/7/73 11/11/73 5/5/74 10/6/74	10/14/73 11/18/73 5/19/74 10/13/74 10/27/74	Erie Tower-Buffalo (Erie Tower-Buffalo) (""") (""") (""")	1122 (1122) (" ) (" ) (" )
		( " " )	3/9/75 12/7/75	3/30/75	(" " )	(")
XX	Schintzips, J.W.	Lineman (Line Foreman).	7/22/73	7/29/73	Scajaquada-Buffalo (Scajaquada-Buffalo)	112 <b>2</b> (112 <b>2)</b>
×	Steudler, L.M.	Engineering Studies Clerk (Secretarial Stenographer)	4/8/73	4/29/73	Erie Tower-Buffalo (Erie Tower-Buffalo)	1122 (1122) (")
		(Records Assistant) ( " " ) Engineering Records Supervi	8/25/74 12/29/74 .sor)10/26/75	9/1/74 1/5/75 11/2/75		(")
	Ward, B.R.	Cable Splicer (Line Foreman) ( " ") (Cable Splicing Foreman) (Line Foreman) ( " ") ( " ") (Cable Splicing Foreman) (Line Foreman) (Cable Splicing Foreman) (Line Foreman) ( " ") ( " ") ( Cable Splicing Foreman)	5/27/73 6/10/73 11/18/73 11/13/74 4/14/74 5/5/74 5/19/74 6/16/74 6/30/74 8/18/74 8/25/74 1/19/75 4/6/75	6/10/73 10/7/73 11/25/73 3/3/74 4/21/74 5/12/74 6/2/74 6/23/74 8/4/74 8/4/74 8/25/74) 12/29/74 3/9/75 4/13/75 7/6/75	Lockport (Lockport) ( " ) ( " ) ( " ) ( " ) ( " ) ( " ) ( " ) ( " ) ( " ) ( " ) ( " ) ( " ) ( " ) ( " ) ( " ) ( " ) ( " )	1117 (1117) (") (") (") (") (") (") (") (") (") ("
		(" " )	8/3/75 10/26/75	9/28/75 12/21/75	(")	(")

General Counsely Exhibit & - Nine Pages of Acting Hanagement Assignments and Testimony of Jordan , Direct [Tr 163]; Closs [Tr.167-170]. P.SD

## 1970 - 1975

NAME OF THE STATE	PRESENT CRAFT TITLE S NAME (ACTING POSITION HELD)	ASSIGNMENT FROM	T DURATION TO	PRESENT LOCATION (ASSIGNMENT LOCATION)	UNION
X Beyer, C.A.	Plant Results Clerk (Plant Administrative Cler ( " " " " " " " " " " " " " " " " " " "	(k) 12/29/74 ) 4/6/75 ) 6/29/75 ) 9/21/75	1/5/75 4/27/75 7/6/75 9/28/75	Amherst (Amherst) ( " ) ( " ) ( " )	1122 (1122) (" ) (" )
X Elackmon, L.	Engineering Studies Clerk (Records Assistant) ( " " )	12/22/74 1/19/75	12/29/74	Erie Tower-Buffalo (Erie Tower-Buffalo) (""")	1122 (1122) (")
★★ Folewicki, D	D. Cable Splicer . (Cable Splicing Foreman) ( " " " )	1/6/74 3/10/74	1/20/74 3/17/74	64 Bailey StBuffalo (64 Bailey StBuffalo) (" " " )	1122 (1122) (")
Colegrove, R	(Line Foreman)	8/25/74	9/15/74	Olean (Olean)	1115
X X Daigler, A.R	(Line Foreman)	8/25/74 12/19/74	9/1/74 1/5/75	Amherst (Amherst) ( " )	1122 ( (1122) (")
Paigler, H.O	Cable Splicer (Cable Splicing Foreman) ( " " " )	11/3/74 1/26/75	11/10/74 2/2/75	East Aurora (East Aurora) ( " " )	1122 (1122) (")
≥ Dixon, R.J.	Engineering Studies Clerk (Records Assistant)	7/14/74 9/22/74	8/4/74 -11/17/74	Erie Tower-Buffalo (Erie Tower-Buffalo) (""")	1122 (1122) (")
Lllis, G.F.	Cable Splicer (Cable Splicing Foreman) ( " " " )	5/5/74 11/2/75	5/12/74 11/9/75	Olean (Olean) (")	1115 (1115) (")
X X Foss, R.R.	Deskman (Cable Splicing Foreman) (""")	11/17/74 12/1/74	11/24/74 12/15/74	Main StBuffalo (Amherst)	1122 (1122) (1122)

General Counsells Exhibit 22 - Nine Pages of Acting Management Assignments and Testimony of Jordan, Direct ETT 163); cross [Tr. 167-170] p.51

1970 - 1975

	ENDLOYEE'S NAME	PRESENT CRAFT TITLE (ACTING POSITION HELD)	ASSIGNMENT FROM	DURATION TO	PRESENT LOCATION (ASSIGNMENT LOCATION)	UNION LOCAL
ΥX	Fuest, D.C.	Cable Splicer (Cable Splicing Foreman) ( " " ) ( " " )	12/22/74 5/18/75 10/5/75	1/12/75 5/25/75 10/12/75	Amherst (Amherst) (") (")	1122 (1122) (") (")
Xn.	Hinkley, M.M.	Plant Results Clerk (Plant Administrative Clerk) (""")	12/8/74 12/29/74	12/15/74 1/5/75	East Aurora (East Aurora) ( " " )	1122 (1122) (")
	Bruska, D.J.	Plant Results Clerk (Plant Administrative Clerk) ( " " ") ( " " ")	12/29/74 2/2/75 9/7/75	1/5/75 2/9/75 9/14/75	Lockport (Lockport) ( " ) ( " )	1117 (1117) (") (")
1 4	Kennedy, T.L.	Lineman (Line Foreman)	6/23/74	7/14/74	Tonawanda (Tonawanda)	112 <b>2</b> (112 <b>2)</b>
×	Kiblin, S.J.	Engineering Studies Clerk (Secretarial Stenographer)	8/4/74	8/25/74	Erie Tower-Buffalo (Erie Tower-Buffalo)	1122 (1122)
XX	Kirschner, R.H.	Cable Splicer (Cable Splicing Foreman) ( " " " ) ( " " " )	11/10/74 12/15/74 4/27/75 10/12/75	12/1/74 12/29/74 5/25/75 10/19/75	Amherst (Amherst) (" ) (" ) (" ) (" )	1122 (1122) (") (")
	Magnuson, C.D.	Cable Splicing Foreman)	6/30/74	7/7/74	Olean (Olean)	1115 (1115)
λ	Palovich, J.J.	Lineman (Line Foreman) ( " " )	10/6/74 10/13/74	10/13/74	Scajaquada-Buffalo (Scajaquada-Buffalo) ( " )	1122 (1122) (")

General Counsel's Extribit 22 - Nome Pages of Acting Management Assignments and Testimony of Jordan Direct [Tr. 163]; Cross [Tr. 167-170]. ps2

1970 - 1975

	PRESENT CRAFT TITLE	ASSIGNMENT	DURATION	DD DODUM	
TYPES'S NAME	(ACTING POSITION HELD)	FROM	TO	PRESENT LOCATION	UNION
		- 100	. 0	(ASSIGNMENT LOCATION)	LOCAL
X Philips, C.L.	Cable Splicer				
	(Cable Splicing Foreman)	11/17/74	12/15/74	Tonawanda	1122
	("")	7/27/75	8/3/75	(Tonawanda)	(1122)
	("")	10/5/75	10/12/75	,	( '' )
			10/1-//3	( " )	( " )
bress, D.R.	Cable Splicer			Olean	
	(Cable Splicing Foreman)	7/7/74	7/18/74	(Olean)	1115
1 1 1 1 1 1 1				(Olean)	(1115)
1 X Ralph, M.E.	Plant Results Clerk			Amherst	
	(Records Assistant)	9/15/74	9/22/74	(Lockport)	1122
	(Plant Administrative Clerk)	2/9/75	2/16/75	,	(1117)
× 5	•		-///5	( " )	("")
X Sapio, B.A.	Engineering Studies Clerk			Erie Tower-Buffalo	
	(Secretarial Stenographer)	6/30/74	7/7/74	(Erie Tower-Buffalo)	1122
'× 5-1				(Lile lower-Bullato)	(1122)
X Schoening, D.J.	Cable Splicer			79 Rosalia StBuffalo	
	(Cable Splicing Foreman)	12/15/74	12/29/74	(79 Rosalia StBuffalo)	1122
	("")	7/6/75	7/27/75	(" " " " "	(1122)
V Couries VI				,	(")
Y Snyder, M.L.	Engineering Studies Clerk			Erie Tower-Buffalo	1100
	(Records Assistant)	9/1/74	9/8/74	(Erie Tower-Buffalo)	1122
	.( " )	6/29/75	7/6/75	(" " " "	(1122)
	( " )	8/31/75	9/14/75	(" " "	(")
Speta, C.E.				,	(")
- ineta, C.E.	Lineman			Olean	1116
	(Line Foreman)	9/15/74	10/26/74	(Olean)	1115
	("")	5/25/75	6/22/75	(")	(1115)
X Thauer, S.J.					( )
7	Engineering Studies Clerk			Erie Tower-Buffalo	1122
	(Secretarial Stenographer)	5/5/74	5/19/74	(Erie Tower-Buffalo)	1122
	(	11/3/74	11/10/74	(" " " )	(1122)
<b>.</b>	Engineering Records Superviso	r) 8/18/75	8/31/75	(" " " )	(")
	· · · · · · · · · · · · · · · · · · ·	)10/12/75	10/19/75	(11 . 11 11 )	( ''' )
	( " " "	)11/16/75	11/23/75	(" " " )	(")
Theal, J.R.	6-11 6 11		•		( )
7.10	Cable Splicer			Williamsville	1122
	(Cable Splicing Foreman)	5/26/743	6/9/74	/1.14.1.1.4.amov.4.1.1.a.\ '	(1122)
General Counsel's Ext	ivit 22 - Nine Acces	4 1.1.		· · · · · · · · · · · · · · · · · · ·	(1122)
and Tolding	( )	teting	Maragem	end Assisnments +	555
and lesimon of or	f Jordan Direct C	Tr. 163	J. Conti	[TO 167-17: 7 ]	53
9			~, Cross	T11 101-110 7.	
* Notice of the second					

1970 - 1975

EMPLOYEE'S NAME	PRESENT CHAFT TITLE (ACTING POSITION PELD)	ASSIGNMENT FROM	DURATION TO	PRESENT LOCATION (ASSIGNMENT LOCATION)	UNION LOCAL
? Watson, C.A.	Plant Results Clerk (Secretarial Stenographer)	6/30/74	7/7/74	East Aurora (East Aurora)	1122 (1122)
Packe, G.A.	Lineman (Line Foreman)	1/19/75	1/26/75	Scajaquada-Buffalo (Scajaquada-Buffalo)	1122 (1122)
X Bartha, H.R.	Cable Splicer (Cable Splicing Foreman)	4/27/75	5/11/75	Amherst (Amherst)	1122 (1122)
X X Sauer, R.A.	Cable Splicer (Cable Splicing Foreman)	7/6/75	7/13/75	Amherst (Amherst)	1122 (1122)
C Ellis, K.A.	Plant Results Clerk (Construction Clerk Supervis	or)12/7/75		65 Franklin StBuffalo (65 Franklin StBuffalo)	1122 (1122)
Havens, D.H.	Cable Splicer (Cable Splicing Foreman) ( " " " )	3/23/75 7/20/75	4/6/75 4/27/75	Batavia (Batavia) ( " )	1122 (1122) (")
Hill, R.J.	Cable Splicer (Cable Splicing Foreman) (""") (""")	5/18/75 9/14/75 10/5/75 12/21/75	5/25/75 9/21/75 10/12/75 12/28/75	Lockport (Lockport) ( " ) ( " ) ( " )	1117 (1117) (") (")
X Kirszenstein, D.	Engineering Studies Clerk' (Clerical Supervisor)	8/31/75	9/28/75	Erie Tower-Buffalo (Erie Tower-Buffalo)	1122 (1122)
XX Linehan, P.A.	Cable Splicer's Helper (Plant Administrative Clerk) ( " " )	5/15/75 6/29/75	6/1/75 7/6/75	Tonawanda (Tonawanda) ( " )	1122 (1122) (")
Linkowski, J.D.	Cable Splicer (Cable Splicing Foreman)	1/19/75 7/13/75	2/16/75 8/24/75	Niagara Falls (Niagara Falls)	1117 (1117) ('")

Coneral Counsell Exhibit 22 - Nine Angriot Arting Monogement Assignments and Testimony of Jordan Direct (Tr. 163); Cross ETV. 160-1707. psy

1970 - 1975

EMPLOYEE'S NAME	PRESENT CRAFT TITLE (ACTING POSITION HELD)	ASSIGNMENT FROM	DURATION TO	PRESENT LOCATION (ASSIGNMENT LOCATION)	UNION LOCAL
χχ Macvie, R.W.	Cable Splicer (Cable Splicing Foreman) ( " " " ) ( " " " )	5/1/75 6/29/75 8/24/75	6/8/75 7/13/75 8/31/75	Tonawanda (Tonawanda) ( " ) ( " )	1122 (1122) (")
XX Mazur, R.F.	Lineman (Line Foreman) ( " " )	8/31/75 12/7/75	10/12/75	64 Bsiley StBuffalo (64 Bailey StBuffalo) ("""")	1122 (1122) (")
Pourhier, J.J.	Lineman (Line Foreman).	11/30/75	***	Lockport (Lockport)	1117 (1117)
Schultze, J.R.	Lineman (Line Foreman) ( " " ) ( " " ) ( " " )	5/10/75 7/27/75 8/10/75 10/12/75 12/21/75	5/25/75 8/3/75 8/17/75 12/7/75	Tonawanda (Tonawanda) ( " ) ( " ) ( " ) ( " ) ( " )	1122 (1122) (") (") (")
★ Stieffel, S.S.	Plant Results Clerk (Construction Clerk Supervis	or)8/10/75	8/17/75 .	Erie Tower-Buffalo (Erie Tower-Buffalo)	1122 (1122)

General Coungle Exhibit 30 - Nine Pages of Action Marianes Assignments and Tastingry of Jordan, Direct CTR 163 (1Cross [Th. 167-170] P.55

1970 - 1975

•	PRESENT CRAFT TITLE	ASSIGNMEN'	T DURATION	PRESENT LOCATION	UNION
EMPLOYEE'S NAME	(ACTING POSITION HELD)	FROM	TO	(ASSIGNMENT LOCATION)	LOCAL
Schutte, L.M.	Plant Results Clerk			Eire Tower	1122
	(Records Assistant)	8/13/72	9/3/72	(Erie Tower)	(1122)
Mootz, V.L.	Engineering Studies Clerk			Erie Tower	1122
	(Secretarial Stenographer)	2/11/73	2/25/73	(Erie Tower)	(1122)
	(File Bureau Supervisor)	9/2/73	9/9/73	("")	(")
	(Secretarial Stenographer)	10/7/73	10/14/73	("")	(")
	(File Bureau Supervisor)	11/4/73	11/11/73	("")	(")
	( " " )	12/25/73	12/31/73	("")	(")
	( " " )	5/26/74	6/2/74	("")	(")
	(Secretarial Stenographer)	11/24/74	12/8/74	("")	( "' )
	( " )	12/22/74	12/29/74	( " " )	("))
Harris, L.A.	Engineering Studies Clerk			Erie Tower	1122
	(Secretarial Stenographer)	2/9/75	2/16/75	(Erie Tower)	(1122)
Sponholz, S.L.	Cable Splicer			Buffalo	1122
	(Cable Splicing Foreman)	6/23/74	6/30/74	(Buffalo) .	(1122)
	("")	11/17/74	11/24/74	(")	(")
	(""")	12/1/74	12/15/74	( " )	(")
	( " " )	6/1/75	7/5/75	( " )	(")
	(""")	7/27/75	9/21/75	(")	(")

Danage ment Assignments and Teplany of Jordan Direct (Tr. 163). Cross L.Tr. 167-170.

163

Jordan...there's a compilation with respect to the western area outside plant that has been prepared under Mr. Jordan's direction and he would so testify and itiisolates the information as to individuals who have acted as acting supervisors in the period of 1970 to 1975, based again on payroll records. Mr. Lipsitz has been given a copy of it prior to the hearing and I would...with the one exception... there was one inadvertent error, leaving off names of four people that should be on the exhibit. That is why I wanted to get it Xeroxed. I would propose to stipulate the document's introduction. I believe the first step would be to have them marked.

(The document above-referred to, was marked General Counsel's Exhibit 22 for identification)

MR. MATCHULAT: Your Honor, I would offer into evidence General Counsel's Exhibit 22 at this time.

M. LIPSITZ: No objection.

JUDGE GADSDEN: General Counsel's Exhibit 22 is received into evidence.

(The document above-referred to, heretofore marked General Counsel's Exhibit 22, was received into evidence)

iE. LIPSITZ: Specifically I have no objection to this one, and so I make the record; because I have had an opportunity to verify the information, unlike Nos. 17 and 18.

167

JUDGE GADSDEN: Thank you. Then we'll recess. Let's take a recess for about 13 minutes.

(Short recess taken)

JUDGE GADSDEN: Back on the record.

#### CROSS-EXAMINATION

- Q. (By Mr. Lipsitz) I'm referring to General Counsel's Exhibits 20 and 21, which in each instance reveals that the persons present at the first step grievance review were two permanent foremen, which you have previously testified to; correct?
- A. Yes.
- What is a "Report of First Step Grievance Review";

  that step of the procedure does that refer to?
- A. The first step procedure is this piece of paper.
- The results are reflected on this piece of paper?
- A. The results are reflected on this piece of paper; actually just notes kept by the two supervisors who attended the first step meeting.
- Q. In other words, the use of the nomenclature, "Report of Fist Step Grievance Review" doesn't refer to the review of the first step, but this is the result of the first step?
- A. Yes.
- Q That is initial grievance procedure; is that correct?
- A. Yes.

- GENERAL COUNSEL'S EXHIBIT 22 Nine Pages of Acting Management Assignments and Testimony of Jordan, Direct [Tr. 163]; Cross [Tr. 167-170].
- 168
- What is the information that is conveyed in the second line which says "Steward presenting grievance, T.E. HcMullen to ACTG. Supervisor J.T. Maloney". What does that tell us?
- A. This tells me that the steward, Towny McMullen, presented the grievance to the Acting Supervisor, Joe Maloney.
- Q. Can you explain from this or otherwise, why he presented it to Joe Maloney; what did he have to do with any of this?
- A. Joe Maloney, at that time was supervisor at the Rosalia Street Garage.
- Q. And Supervisor or Acting Supervisor of the area where the grievance arose and was presented to him?
- A. Yes.
- He did not, however, sit in on the first step?
- A. No.
- Q. Is that customary for the supervisor to whom the grievance is presented, not to sit in on the first step of the grievame procedure?
- A. On the contrary; generally the supervisor who accepts the grievance, provided he is in his permanent location will attend the first step of the grievance.
- Q. But generally the Acting Supervisor don't receive the first step grievance?
- A. In this case he didn't.
- Q Don't speculate. I didn't ask you to speculate.

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This does show that he did not hear or actually make any determination with respect to the first step grievance; is that correct?

- A. Right.
- Q. In both 20 and 21?
- A. Yes.
- Q. Did you make or cause a search to be made of the records of the western area?
- A. Yes.
- Q In order to come up with 20 and 21?
- A. Yes.
- You came up with no other documents reflecting the results of the first step grievance committee in which an acting supervisor was involved; is that correct?
- A. Not in my organization.
- Q I meant where you looked?
- A. Yes.
- Q. That is for precisely in what area and for what jobs or job locations; tell us again?
- A. For the western area, for all job locations.
- Q Not just in construction?
- A. Not just in construction. Just in outside plant. Just in the outside plant.
- Q. That doesn't include installer repeir?
- A. No. I did not initiate a search of installer-repair.

170

- Would you tell us what your search disclosed, or search conducted at your request disclosed any instance which you can presently recall the name of the supervisor and approximate time and whatever information you may recall of a temporary foreman adjusting a grievance?
- A. No.
- Can you tell me of instances of permanent foremen adjusting grievances?
- A. I can think of a couple. I can get more.
- Q. If you stop to think of it, you can think of a lot of them; is that correct?
- A. Yes.
- NR. LIPSITZ: I have asked for and I have been given an affidavit which I'd like to have marked for identification only, as Respondent's Exhibit 1.

(The document above-referred to, was marked Respondent's Exhibit 1, for identification)

- Q. (By Mr. Lipsitz) Mr. Jordan, I recall from prior questions to you before the recess that you did sign an affidavit which you were told or believed went to the Labor Board in connection with this case; is that correct?
- A. Yes.
- Q. However, it was then not taken by a representative of the NLRB; is that correct?
- A. Correct.

AC#23

The state of the s

Platts'mr h, T. Y., August 30, 19/2

PILET GATES - PLANTER TORIS

A mosting was held thin morning with Mr. Donald Zavro and Mr. Zaul Laroude in response to a grisvance, submitted by Mr. Favro Meetay, 6-20-60, as follows:

work spring 9-1-62 has not posted by Priday noon 8-17-62 (the sock prior to his vacation). So his tour of work for the week ending 9-1-62 should remain the came on the week prior to his vacation, which was 9 A.M. to 5 P.M. Menday thru Widny. His schedule for the week ending 9-1-62 is 8 1.M. to 5 P.M. Menday thru Widny. His schedule for the work ending 9-1-62 is 8 1.M. to 5 P.M. Menday thru Wodnesday, X-May for Thursday and work Friday and Saturday.

PRISTON: Since the schodule for the mack ending 9-1-62 was posted under the provious exchange, a week prior to ir. Favra's vacation and according to irticle 17.01 of the agreement. It didn't have to be peared until Friday neen 8-21-62 (the week prior to the change), the saledule will possible posted.

Theretay, 8-23-62, (while he was on vecation) to change his T-day for a Monday 8-27-62 to Thursday 3-30-62, because of the workload, he should be pedd for a callout.

Work an covered in Article 19.05 of the Agreement, a colline did not exist and commequently no payment will be made.

(Sgd) C. T. Currier, Acting Service Foreum

copy

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BEST COPY AVAILABLE

GENERAL COUNSEL'S EXHIBIT 24 - Report of First Step Grievance.

Andon Process : L. Loinburg KP 83 H. Magian kinageneza rresueza. Ko io krask

19c # 24

#### REPORT OF FIRST STEP GRIEVANCE

	132	OKT OF FEOT 9	CAP UNLAVARCE		
DATE PRESENTED	5-20-40	TDE Sell	LOCATION	200 this ownson	
STEWARD & SM	action and IL, line	49	SUPERVISOR	la Sa Disa	
GRIEVANT(S)	S. Leanne				
CONTRACT ARTIC	CLE CONCERNED (	IF ANY) France	roph #2.06 & Le	eal ), remark of 13m	للمحق
madel a realist by the	upa badd badb n	COCUMENT PRODUCT	le mes arealland	ed of this down 4 is a for medical troval tracks of its now to	· FADLORS
company and the sociations is impeliately, or	ion regarding a nion revannio t ni olori to puid	inpleyees are of	possessions our salismes so que sa bail sete to	s of Summaker 11, 19 while on Summa and 1 o him personni war o o him sport driving	eksing Fransium
ids personal or or notified to it to fel	of and to reach Constrike dake It by managemen	merced at the re alds drawn as	15.6 <b>af .05</b> aa.6 15.4. 15.4. (15.8.)	e greated for exployed a poer miles - epicyro  to subject the source and the source and	e mule
Paice in Car Paice i Paice particle will Sean th militare extend	may robicle or second black in: la criving coop don and makey lakal cartain	tive by 5. Lease til probability may vehicle. No were planted triversements of	nen, these street they would be they would be the control of the c	the local a sough a many their and their seasons the many their seasons the seasons th	io recan humaros,
DATE REVIEWED	3minted@		STORTSD	ko ko krisk	
	(5 calendar de	ays limit		SOUTH FORMULA	
				21703	-

GENERAL COUNSEL'S EXHIBIT 25 - Report of First Step Grievance.

#### COMPIDENTIAL

JC#25

%P 83 6/63		REPORT OF FI	RST STEP GRID	EVANCE		
		) The				, loke.
Crievant (8)	J. 16.	Beilieg TI	TLE MANAGE	LOCA	TION NOT	<u> </u>
CONTRACT ART	icle concer	MED (IF ANY)	- Charles and the second of th	Reso		
NOTE: GIVE	SPECIFIC IN	PORNATION - BI	THOROUGH -	SAVE A LOT	F QUESTIONS	LATER ON.
BACKGROUND:	THIS CRIEV	ANCE INVOLVES	A SITUATION	IN WRICE:		
Becomes the	stake was w	ree Idaamaa w Lasingo ne aki usk to dig ti	Lampa year sent	le te de the	Jobs On Ju	ly 8, hottle
CRIEVANCE PR	ESENTATION	BY UNION:				
he stee histories	ting forence p on the j	n sent non to ob with hig li	Comdon and t ine truck ale	then helped b	in set pole	. One see
anagement po	DEITION AS	STATED BY SUPE	RVISOR DURIN	G THE MEETIN	<u>IG</u> :	
Me admits time	see no bar It erred in	n in one men e having separ	m job workin ricien help s	g with line of pole.	truck alone	. Nonegenne
PECLAL NOTES	<u>}</u> :					
No	indication	was given the	st the engues	resticated p	pievoneo.	
DATE REVIEWE	D WITH UNION	day 10,	1963	SIGNED		

(5 calendar days limit from date presented)

TITLE

GENERAL COUNSEL'S EXHIBIT 26 - Report of First Step Grievance.

Te # 26

4

### COMPIDENTIAL

NP 83 6/63

.01

## REPORT OF FIRST STEP GRIEVANCE

DATE PRESENTED _	7-19-63	TIE BISO AN	LOCATION _	Herkimer	Garage
STEWARD	d. Spellman		CIMPRUITCON	h. Baves	
GRIEVANT (S)	J. Spelinan	TITLE Cable	·)plicer	LOCATION	Herkiner
CONTRACT ARTICLE	CONCERNED (IP	ANY) None			
HOTE: GIVE SPEC	TFIC INFORMATIO	N - BE THOROUGH	- SAVE A 1	OT OF QUES	TIONS LATER ON
crossing. He	I.T. employee, Scram located called Service	was assigned a his trouble at Forexan = R. L nd R. Luther as	case of tr Kernen & Fo	ouble at 5	at road

## GRIEVANCE PRESENTATION BY UNION:

J. Spellman (Union Steward) stated that the Cable Dept. feels that when a L.I.T. man calls for help on cable trouble that a man from the Cable Dept. should be called to assist.

# MANAGEMENT POSITION AS STATED BY SUPERVISOR DURING THE MEETING:

I (W.Rayes) stated that L.I.T. was controlled by the Faintenance Dept. and they ran their own Dept. and I had no say as to who they called on their trouble.

#### SPECIAL NOTES:

L. Valestury was in Dion on ToX trouble and was assigned to watch road erossing for Jerus as he was waiting for parts and could not continue the ToX repair until parts had come down from Utica. I (J. Mahoney) am trying to get understanding with J. Jarrett on these costs.

DATE REVIEWED WITH UNION 7-19-69	SIGNED W. K. Hayee
(5 calendar days limit from date presented)	Acting Catle Silicing Forenan
	TITIE

GENERAL COUNSEL'S EXHIBIT 27 - Report of First Step Grievance.

#### CONFIDENTIAL

MP	83	
6/1	63	

#### REPORT OF FIRST STEP GRIEVANCE

9/ 83
DATE PRESENTED AUGUST 15 TLE SIDON BOTTON BOTTON
STEWARD J. W. Spellesp SUPERVISOR W. M. Haves
GRIEVANT (S) J. M. Opelless TITLE Cable Splicer LOCATION Hertiser
CONTRACT ARTICLE CONCERNED (IF ANY)
NOTE: GIVE SPECIFIC INFORMATION - BE THORCUCH - SAVE A LOT OF QUESTIONS LATER ON
DACKGROUND: THIS GRIEVANCE INVOLVES A SITUATION IN WHICH:
See atteched information.

### GRIEVANCE PRESENTATION BY UNION:

High men dispatched on overtime at 4:00 p.m.

## MARAGEMENT POSITION AS STATED BY SUPERVISOR DURING THE MEETING:

The high man happened to be the most convenient and I did not feel that I should have to go looking for the low man or wait for him to come into the garage.

#### SPECIAL NOTES:

J. Spellmen would have been the next low man except for J. Fagliocca who

DATE REVIEWED WITH UNION August 15, 1963

(5 calendar days limit from date presented)

Acting Cab. Spl. Form.

# GENERAL COUNSEL'S EXHIBIT 28 - Report of First Step Grievance Review.

	•		(1	, 01	DC#28
	1-1:50 0/64 Sheet 1 of 2 SEP	4 1975	Jel 1	Case Number_ Local Number_	col
•				base Number_	1,509
	6 9 7				1117
N/	A Ve la la Bezont of	f First Ste	p Grievance	Review	
3 3	(Note: Please Parmi	ch Chapter	0 276 00-7	ara Tricomori	
. 4)	Save Answering	Guestions	At A Subse	quant Date)	0_
- '	the U.	8:30 44			
y t	Presented 8-7- 19/1/75 Time	9:30-	Locatic	1765 New F	d. Nia. Falls
^					
	0				
	Steward Presenting Crievance Carl Sh	aifer	To	Supervisor_	R. Leverence
1					•
=='	Grievant(s) Carl Shaffer	menta (Ph)	Splice	Location_	C
	0.10,010(3)		e opincer	Location_	Same
	N.C.S.D. 8-13-56 Birth D	2 te	7-32	_Family Stat	us
•					
	Contract Article Grieved (If Any) Artic	cles #1			
(					
ر					
	Statement Of Grievance As Presented An	acting for	eman from t	neir ranks ca	nnot serve
	two masters. Union contends that they are the sole representative of their				
	constituents and that in the area of confidental work the active employee cannot				
	fulfill his city to either commitment.				
$\bigcirc$					
J.					
	Grievance Meeting Held 8-7-	_ 19675.	Locat	ion 1765 Ne	w Rd. Nia. Falls
	Length of Meeting 1 Hr.				+
0					
	Management Committee	Unic	on Committee	ı	1
	2. C. Klaes	1.	C. Shaffer		
0					
	2. R. Leverence	2.	R. Quiett		

### GENERAL COUNSEL'S EXHIBIT 28 — Report of First Step Grievance Review.

2-3590 6/64 Sheet 2 of 2
Lackground Information - Grievance Involves A Situation In Which: Mr. John Linkowski
accepted the position of temporary foreman behind Mr. R. Leverence.
nion's Presentation: Any of their constituents cannot serve the Union or the Company
and do a proper job at the same time. The union maintains that a craft employee
that accepts a temporary management assignment should be required to resign from
the union. Upon completion of his acting tour he must refile for union membership.
The union is especially concerned in those cases where an acting employee could be
exposed to a matter of a confidental or private nature.
Variagement's Position: The Company is very cautious in what records, reports etc.,
that are made available to the acting craft employee however, he would be expected
to maintain the responsibility of integrity the same as any other management
employee. The company has no comment in regards to the union position involving
the acting employee resigning from the union on a temporary basis.
·
Disposition Of Case: Pending
1
Vertal Reply Given By C I Klass mime 8:30 a.m. Date 8/7/75
To Union Representative Ronald Quiett
Note: A Review And Reply Must Be Made Within Seven (7) Days From Presentation Of
n - Cvance.

# GENERAL COUNSEL'S EXHIBIT 29 - Report of First Step Grievance

*				6	4	24
P-3590	6/64	Sheet	1	of	2	- 9

\*U=

Case Number 111506 Local Rumber 1/24

## CONFIDENTIAL

Report of First Step Grievance Review

(Note: Please Furnish Specific and Complete Information Save Answering Questions At A Subsequent Date)

Presented September 22 196 5 Time8115	AM Location Tiles
Steward Presenting Grievance F.M. McCainnes	S To Supervisor D.S. Youles
Grievant(s) F. H. McOutmess Titl	e I/R Location 1160 McQuade Ave.
M.C.S.D. 3-13-46 Birth Date	1-28-21 Family Status Married
Contract Article Grieved (If Any) 21.04 P	ET. Å
Statement Of Grievance As Presented Crievance for second day on Board and Lodging assistant process of the Control of th	
Grievance Meeting Held September 23, 196	
Length of Keeting 10 mirates	
Management Committee	Union Committee
1. D.S. Iculan	1. F.K. MoOntoness

2.

### GENERAL COUNSEL'S FXHIBIT 29 — Report of First Step Grievance Review.

P-3590 6/64 Sheet 2 of 2
Background Information - Grievance Involves A Situation In Which:
See Attached Sheet
The Buton stated that the encountries with Austria 21. Paragraph 21. A
Union's Presentation: The Union stated that is secondance with Article 21. Paragraph 21.0
the employee began his work day on a Board and Lodging assignment and therefore under
21.04 and 21.04-& is entitled to \$15.00 daily allowance for Friday, July 24, 1964.
·
Management's Position: Management advised the Union that the intent of the wording Steeles
or ends his work day" in paragraph 21.00 was to establish part of the circumstances
necessary for Board and Lodging treatment. Management further adviced the Union that the
daily allowance of \$15.00 was intended to reimburse the employee for expenses incurred
thile Boarding and Lodging (three meals and a nights lodging) and was not intended to be
paid when these expenses were not incurred.
Disposition Of Case: The Union did not appear to be satisfied with Hanagements position
and advised Hanagement they would advise them of the outcome in 7 days.
N.V. Wood Time 8:20 A.M. Date 10-1-6's
Verhal Reply Olven By
To Union Representative F.W. McQuinness Date 10-1-64
Note: A Review And Reply Must Be Made Within Seven (7) Days From Presentation Of
NOTE: Crievance.
Union Lapresentative.

# GENERAL COUNSEL'S EXHIBIT 30 - Report of First Step Grievance Review.

	review.
P-3590 6/64 Sheet 1 of 2	The state of the s
P-3590 6/64 Sheet 1 of 2	mate a contract
CONFIDENTIAL	Case Number 7111-938.
	Local Number 1122
	rat Step Grievance Review
(Fote: Please Furnish: Save Ansvering Que	Specific And Complete Information estions At A Subsequent Date)
Presented 1-3 1966 Time 001	Syre Location Follows, N.Y.
Steward Presenting Grievance Tando, L.W.	To Simerrian Calle Sprentics
	To Supervisor C." Somoles
Codeman /-> 178 Comer V-3	• •
Grievant(s) *Z* forces l'alone Titl	e All Location Malono
H.C.S.D. D.N.A. Birth Date	D.N.A. Panily Status D.T.A.
Contract Article Crieved (re Area) Wiolatten	
And the state of the And	of local egreenment of April 1965 - Thomas 1 & 2
	i .
Statement Of Grievance As Presented The Pale	te group oriews that represent to not
acting in good faith for the following reason	m. L.E. Evde was assigned on a board and
ledging assignment, effective 1/3/06. The I	mion feels that under the rotation gian.
F.C. Richards should have been assigned. The	e Union elso prieves that the B & L signsts
are not posted in Falone.	
Orievance Meeting Held 1/10 196	6 Location Maione
Length of Meeting 45 minutes	
fanan-a-t 0	
Sanagement Committee	Union Committee
. F.O. Stone - Flant Eanscer	L. C.B. Roid - President Local 1120
2. C. Earma - Cable Foreman	2. L.F. Imdo - Steward

Tive:

1.00

# GENERAL COUNSEL'S EXHIBIT 30 - Report of First Step Grievance Review.

P-3590 6/64 Speed 2 of 2
Background Information - Grievance Involves A Situation In Which: 17 7 17012 and need
to a B & L assirs ent in Fetadam starting 1/3/65, Under the Sell retation cycle, F.C.
Richards and R.O. Barro should have been assigned, R.O. Barre was on vaniting the usek
precooding the assignment, F.C. Richards is a teletypeuriter service an and his talent
will be needed in Halons for the nowt two weeks.
Union's Presentation: The Union knows that the State Police feb was due. The forecan
did not give any reason why Richards was by-massed. If he had explained it, replace
this grievance could have been avoided. The Union does not feel that Richards to
normally an essential con just because he is a Communications Serviceman - Tty. The
Enion feels that the B & L cheets should be posted per the 4/21/65 egreement.
Management's Position: Management has never maranteed that they will stick to a strict
rotation of B & L assignments. Local management feels they were justified in conding
Hydo, as Barre was on vacation and Richards' services were mediad on the State Police
project. Richards will probably be assigned on the next assignment. The B A L spects
will be rented A.S.A.P.
Disposition Of Case: Settled! Sichards will be the next ran wn B & L appigment.
Verbel Reply Given By F.C. Stone 7ime 0345 Date 1/10/66
To Union Representative G.B. Rold Date: 1/10/66
Note: A Review And Reply Must Be Hade Within Seven (7) Dayse From Presentation Of
Orievance.

## GENERAL COUNSEL'S EXHIBIT 31 - Report of First Step Grievance Review.

2-3590 6/64 Sheet 1 of 2 CONFIDENTIAL

Case Number\_UN-1270 Local Number 127

# Report of First Step Grievance Review

(Note: Please Furnish Specific And Complete Information Save Answering Questions At A Subsequent Date)

	warm Arcaerdze	At A Subsequent Date)
Presented February 14, 1967		
Steward Presenting Grievance N. McPo	erland	To Supervisor J. Meetter
•		Location Glens Follo
3:C.S.DBir	th Late	Family Status
Contract Article Grieved (If Any)	None	· · ·
Statement Of Grievance As Presented_ Statement Of Grievance As Presented_	Advanced Assign	ment Clerks are not being rotated in to the girls who must cover
Grievance Meeting Held 2-17- Leagth of Meeting Half hour.	1967 .	Location Glens Falla
Enagement Committee		Committee :

2. T. Potter

2. K. Walarland

### GENERAL COUNSEL'S EXHIBIT 31 — Report of First Step Grievance Review.

10 6/64 Cheet 2 of 2	
Sacinground Information - Grievance Involves Lecations such as Watertown, Plattsburg,	A Situation In Which: Union tated obser
	·
Union's Presentation: Union feels there ar	e no basis for not rotating all girls on
Ropair Service. The \$3.50 pay differenti	al should have no bearing on assignment.
•	
Management's Position: Due to job classifi	cation and requirements it is imperative this
we keep our advanced assignment clerks on	the job they are trained for. "DCF" alone
requires an every day effort - from an ec	onomic viewpoint it is not practical to ession
a higher paid craft person to a lower pai	d assignment on a scheduled basis.
Disposition Of Case: Grievance denied by	management - Union to appeal.
Verbal Reply Given By P. Robare	Time 11:30 a.m. Date 2-17-67
To Union Representative M. Maginn	Date 2-17-67
	(-)

Note: A Review And Reply Must Be Made Within Seven (7) Days From Presentation Cr Grievance.

# GENERAL COUNSEL'S EXHIBIT 32 - Report of Fi

D :	First Step Grievance
Review.	
(1)	"R. TADA
P-3590 6/64 Sheet 1 of 2	
CONFIDENTIAL	Case Kumber 117 2003
TO SEPTEMBLE	-Local Number 1127
Report of First Step	
(Note: Please Furnish Specific Save Abswcring Questions )	And Complete Information
Presented 12/31 19659 Time 10:00 FM	Location Glons Falle
Steward Presenting Grievance Ken JePobyre	
Grievant(s) C.M. Local 1127 Title	Location
F.C.S.DBirth Date	Family Status -
Contract Article Grieved [If Any] lone	
Statement Of Grievance As Presented The sidewalks at were not showeled and are a safety hazard.	Rolton Landing & Warrensburg
	•
Grievance Meeting Held1969 .	Location Olena Falls
leagth of Meeting 1/2 hour	

Management Committee

1. H.J. Brooks .

2.

Union Committee

1. K. leFebvre

2. W. Hopkins

### GENERAL COUNSEL'S EXHIBIT 32 — Report of First Step Grievance Review.

P-3590 6/64 Sheet 2 of 2	
Background Information - Grievance Involves A Situation In Which: A snow & ice storm	
occurred during the weekend of 32/28 and 12/29. Sidewalks were cleared by Building	
people on 1-2-69.	
Union's Presentation: Union feels that shoveling snow is the responsibility of the	
Ruilding group and not the responsibility of the I/R.	
Wanagement's Position: Shorels and ice removers are available at all SDC locations.	
The first nam to reach an office requiring shoveling, should take care of the	
sidewalks.	
Disposition Of Case: The Union will appeal to second step	
Verbal Reply Given By Para Brooks Time 10:30 A.M. Date 1/7/69	
To Union Representative	
Note: A Review And Reply Kust Bc Wade Within Seven (7) Days From Presentation Of	
Grievance.	

# GENERAL COUNSEL'S EXHIBIT 33 - Report of First Step Grievance

,	Review.		
. 90	?33	"B»	1959 -
2-3590 6/64 Sheet 1 of 2	·		
CONFIDENTIAL		Case Number_	2004
		Local Number	1127
	aport of First Step	Grievance Review	
	and the destions ?	And Complete Informati At A Subsequent Date)	on
Presented January 7, 196 9	Time 9:00 PX	Location 314 Glen	St., Glens T.
Steverd Presenting Griswans M.	Yellon C.II.		
Steward Presenting Grievance M.	HODKIN	To Supervisor !	Brooks, 2 Supv.
Grievant(s) CMA Local 1127	Title_	tonette-	
B.C.S.D			
1	Birth Date	Pamily State	15
Contract Article Orieved (If Any)	None	•	
	•		
		•	n.
Statement Of Grievance As Present	od On December on		
Statement Of Grievance As Presente	· on becember 78.	1968, after a wet sno	s fall and
sicet condition, the path from et	he road to the door	of the Kattskill Bay	office was
not showeled. This created a sai	feto hazard.		
Grievance Meeting Held 1-13-69	196 .	Location 314 Glen	
Longth of Meeting			
ZD minut			
Annagement Committee	Imien's	Committee	
. J. P. Lester			
<b>;</b>	1. C.u	. Hopkins	
	. 2. N.N	lcGian	

# GENERAL COUNSEL'S EXHIBIT 33 — Report of First Step Grievance . Review.

P-3590 6/64 Sheet 2 of 2
Background Information - Grievance Involves A Situation In Which: Pathway to
Estakili Bay C.O. was not thoweled. A beavy snowfall and sleet on 12/28/68
created a safety hazard.
Union's Presentation: A snow and ice storm occurred during the week-end of
December 28, 29, 1968. The Union feels that shoveling is the responsibility of
the Buildings Group and not that of the Installer/Repairmen.
·
Management's Position: Showels and ice remover are available at all S.D.O. locations.
The first man who reaches the office should take care of the walks.
Disposition Of Case: To appeal at second step.
Werbal Reply Civen By J.P. Lester Time 9:00 A.M. Date 1/13/59
To Union Representative K.McGinn, G.W. Hopkins Date 1/13/69
Rote: A Review And Reply Must Be Made Within Seven (7) Days From Presentation Of
··· Grievance.

GENERAL COUNSEL'S EXHIBIT 34 - Report of First Step Grievance Review.

1-3500	6/64	Sheet	1	01	2

CONFIDENTIAL

9034

Case Number UN-4525 Local Number 1129

'Report of First Step Grievance Review

(Note: Please Purnish Specific And Complete Information Bave Answering Questions At A Subsequent Date)

Presented Pebruary 14, 19875 Time 10:30 128	Location 45 Oak St., Platesburgh
:.	
Steward Presenting Grievence C. I. Cutting	To Supervisor R. M. Eddy
Gricvant(s) Plbg. Service Bureau Group I Title Cler	ks location Plattaburgh
F.C.S.D. Birth Date	Panily Status
Contract Article Grieved (If Any) Article 23 and L	etter of Agreement, Page 143
Statement Of Grievance As Presented Violation of change of vacation schedule.	above article and letter regarding
	•
Grievance Meeting Hold Feb. 14, 19875.	Location Plattsburgh
Length of Meeting 15 Minutes/	
Management Committee Union	Committee -
1. R. E. Eddy 1. C.	I. Cutting
2.	

### GENERAL COUNSEL'S EXHIBIT 34 - Report of First Step Grievance Review.

Hanagement revises vacation	on schedule.
500 Maria	
the stage of the stage of the stage of the stage of	. Exercises an institute to these graph to the few might be the discount.
nion's Presentation: See attachme	ent.
	The state of the s
The same of the sa	
hangement's Position: Answer as p	er instructions from Labor Relations.
• • • • • • • • • • • • • • • • • • • •	
Maposition of Cace: Appealed To Se	econd Step.
• :	
Verbal Reply Given By	
To Union Representative	Date

# COMMUNICATIONS WORKERS OF AMERICA

DISTRICT 1

99 Washington Syemus, Rn. 804 ALBANY, NEW YORK 12210 .1 : 436-4331

Yer: All Upstate Local Presidents

ome Pebruory 6, 1975

" FROM: Rolf F. Buchner, Area Director

: •

. . . . .

Suescen Resubmission of Vacation Lists - Grievence Procedure 

As you know, the problems of vacation reselection has escalated and in an attempt to work within the frame-work of Area Director Sancher's letter of January 31, 1975, tion where You are asked to process a gricvance in any group or loca-tion where a vacation list is resubsitted.

In so doing, you should request the company to waiver steps 1. and 2. In addition, all grievances should cite violation of Article 23 and the Letter of Agreement on page 148.

To provide for a unification position, please ask
the following questions at all grievence prosuntations.
All grievences submitted to this office on the above
subject must have these questions answered:

1. Why the change?

2. Is there a surplus of employees?

3. How many?

4. Break down by classification.

5. If the answer to no. 2. is no, then is a
surplus anticipated?

5. If so, how many?

- 5. If so, how many?
  7. Break down by classification.
  8. What are these figures based and 8. What are these figures based on?
  - 9. Why didn't the company take this position when discussions were held prior to the first Vecation list going out?

Your prompt response on this will be appreciated. . If you have any questions during this difficult time, do

. . .

## GENERAL COUNSEL'S EXHIBIT 35 - Report of First Step Grievance

Review.

1-3770 0/04 Sheet I of &

CONFIDENTIAL

9035

Case Number 178-4526
Local Number 1129

\*Report of First Step Grievance Review

(Note: Please Furnish Specific And Complete Information Bave Answering Guestions At A Subsequent Date)

	M
Presented February 14, 198 75 Time	10:15 Decation 45 Oak St. Plactaburgh
Stevard Presenting Grievance S. W. Child	ress To Supervisor R. E. Eddy
Grievant(s) J. W. Coolidge T	itle Beskman Location Plattsburgh
22 AC / C	A. £ 20 10 Pamilly Chatue M
R.C.S.D. 11-76-45 Birth Da	te 6-70-18 Fortly Status M
Contract Article Grieved (If Any) Arti-	cle 73 and Letter of Agreement, Page 148
Statement Of Chievana te Dresented Vi	plation of above article and letter regarding
change of vacation schedule.	
Grievance Meeting Held Fed. 14,	19373. Location Plattsburgh
Grievance Meeting Reid	and the second s
Length of Meeting 15 Minutes	
Tengen or trecers	
	Enion Cornittee
Management Committee	forthe Acmir acca
1. R. E. Eddy	1. S. W. Childress
	2.

## GENERAL COUNSEL'S EXHIBIT 35 — Report of First Step Grievance Review.

Management re-	vises vecation sc	hedule.	•		
				•	
				•	<del></del>
er et ellergenske en som de kelijer	Commence to the	Secondary with a	as described to	the west of the	
Union's Presentation:	See Attachmen		•		
	are de la contraction de la co	•	• •		
				** * * * * * * * * * * * * * * * * * * *	
			- '-		
		•			
				**	
Ennagement's Position:	Aaswer as per in	structions from	Labor Releas	·	
Kanagement's Position:	Answer as per in	structions from	Libor Relet	iens,	
Management's Position:	Answer as per in	structions from	Libor Relett	ions,	
Management's Position:	Answer as per in	structions from	Libor Relett	iens,	
Kanagement's Position:	Answer as per in	structions from	Libor Relet	iens,	
Kanagement's Position:	Answer as per in	structions from	Labor Relect	iens,	
Kanagement's Position:	Answer as per in	structions from	Labor Relect	lons,	
Kanagement's Position:	Answer as per in	structions from	Labor Releas	lons,	
	Answer as per in		Libor Releat	ions,	
			Libor Releas	lons,	
			Libor Relet	ions,	
			Libor Relect	iens,	
	Appealed To Secon		Labor Releas	Dote_	

Grievance.

GENERAL COUNSEL'S EXHIBIT 35 - Report of First Step Grievance Review.

# COMMUNICATIONS WORKERS OF AMERICA

COMMUNICATIONS WORKERS OF AMERICA
DISTRICT 1

99 Washington Avenue, Rm. 804 AMARY, NEW YORK 12210
436-4331 , 436-4331

700 : All Upstate Local Presidents 

CATE February 6, 1975

PRONE Rolf P. Buchner, Area Director Fun 1.12.01

System Resubmission of Vacation Lists - Grievance Procedure

As you know, the problems of vacation reselection has escaleted and in an attempt to work within the framework of Area Director Sancher's letter of January 31, 1975, you are asked to process a grievance in any group or location where a vacation list is resubmitted.

you are asked to process a grievance in any group of tion where a vacation list is resubmitted.

In so doing, you should request the company to waiver stops 1. and 2. In addition, all grievances should cite violation of Article 23 and the Letter of Agreement on page 148.

To provide for a unification position, please ask the following questions at all grievance presentations.
All grievances submitted to this effice on the above subject must have these questions answered:

1. May the change?

2. Is there a surplus of employees?

3. How many?

4. Break down by classification.

5. If the answer to no. 2. is no, then is a surplus anticipated?

7. Break down by classification.

8. What are these figures based on?

9. Why didn't the company take this position when discussions were held prior to the first vacation list going out?

- 9. Why didn't the company take this position when discussions were held prior to the first vecetion list going out?

Your prompt response on this will be appreciated.

Your prompt response on this will be appreciated. Your prompt response on this will be opposed in you have any questions during this difficult time, do not hesitate to call your staff.

# GENERAL COUNSEL'S EXHIBIT 36 - Report of First Step Grievance Review.

P-3590 6/64 Sheet 1 of 2

# CONFIDENTIAL

Case Number\_UN-4529
Local Number\_\_\_1129

· Report of First Step Grievance Review

(Rote: Please Furnish Specific And Complete Information Save Answering Questions At A Subsequent Date)

Presented February 14, 198 75 T	11.05 88
Freedented 195 73 T	inell:05 XX Location 45 Oak St., Plattsburgh
1	
Steward Presenting Grievance C. Cut	tine
breate fresenting Grievened	To Supervisor V, S. Cote
Ertemated N. I. LeFarra	
Grand(s)	Title Adv. Assignment Clk Location Platisburgh
#.C.S.D. 10-12-70 Birt	h Dete 9-23-52 Family Status M
DAY V	remity Status H
Contract Article Grieved (If Any) B	lone
ordered bileved (II MIN)	OHE
Statement Of Grievance As Presented	Calling a near-by on a service order - this is a
Business Office function to get a	
	rrect near-by thus eliminating an additional or
repetitious work on part of an assig	nment clerk. We are not being paid to have direct
contact with customers as assignment	
	vicing,
•	
Grievance Meeting Held Pebruary 14,	19375 Location Plattsburgh
Length of Meeting 20 Hinutes	
sendin of Meering To Mindes	
	;
Management Committee	. Union Committee .
1. V. S. Cote	1. c. I. Cutting
2.	2 Cutting

## GENERAL COUNSEL'S EXHIBIT 36 — Report of First Step Grievance Review.

P-3590 6/64 Sheet 2 of 2
inchround Information - Gricomace Involves A Situation In Which: The calling of a near-b
BE & service order. This is a Susiness Office function to get correct near-by thus elimina
en additional or repetitious work on part of an assignment clerk. We are not being paid to
rave direct contact with customers as assignment clerks.
that dispersions the configuration can be to reducing between a significant as the proposition value of the con-
faion's Presentation: Same as statement of grievance as presented.
Management's Position: Company does not feel that this procedure is incorrect. The empl
involved are not negotiating with customers. The purpose of this call is to verify that t
near-by number is correct, therefore eliminating lost assignment time, lost outside plant
time, and providing better and faster assignment information which enables us to provide be
service to customer.
Disposition Of Case: Appealed To Second Step.
المانية المانية المانية المانية
Verbal Reply Civen By V. S. Cote Time 2:30 PM Date 2-19-75

# GENERAL COUNSEL'S EXHIBIT 37 - Report of First Step Grievance

P-3590 6/64 Sheet 1 of 2

## CONFIDENTIAL

Case Number UN-4539

Local Number 1129

Report of First Step Grievance Review

(Note: Please Purnish Specific And Complete Information Save Answering Questions At A Subsequent Date)

Presented February 27, 198 75 Time 1:	45 Pl Iceation 45 Oak St., Placesburgh
Steward Presenting Griemance C. I. Cutt	ingTo Supervisor_R, M. Eddy
Orlevant(s) S. W. Childress Tit	le Etaff Clerk Location Plattsburgh
N.C.S.D. 3-14-54 Birth Date	8-13-33 Femily Status W
Contract Article Grieved (If Any) None	
Statement Of Grievance As Presented Forced being.	ungrade due to health ressons and well
Grievance Meeting Held Feb. 27. 19	S5. Location 45 Cak St., Placesburg
Length of Meeting 15 Hinutes	
	Union Committee
1. R. M. Eddy	1. C. I. Cutting
2.	2. S. W. Childress

### GENERAL COUNSEL'S EXHIBIT 37 — Report of First Step Grievance Review.

			a waich: Three sts.	
put on a rotational tour	on temporary bas	is to enable requ	ired coverage on Rec	pair .
Service Bureau desk.			•	
·	•			
kas etkigi saesett teorra (filo	er de de en en en de la primition de la company	have in the section of the	e peption as being to	lenoral orth
•				
mion's Presentation: S	Same as statement.			
		ting materials	ta trak in the second	
	at constitutions of the area of the second			
	•			:
<u></u>				
Anagement's Position: Ac	ccording to Artic	le 8.01 of Contra	ct, we have the righ	nt to assign
employees to various we				
or a forced upgrade to	assign this work	since approximate	ely 7% of the total	time worked
· will be as a Repair Ser	rvice Attendant in	a five week per	iod. There is noth	ing in our
files stating any health	h reasons why grid	event cannot perfe	orm this work.	·
•				
Meposition of Case: A	presied To Second	Step.		

# GENERAL COUNSEL'S EXHIBIT 38 — Report of First Step Grievance Review.

CONFIDENTIAL		mear humber 1129
(Note: Pleas	eport of First Step Crievand se Furnish Specific And Comp newering Questions At A Subs	plete Information equent Date)
Presented August 12, 198 7	75 Time 11:35 PAY Locati	on 45 Oak St. Plattshurch
Steward Presenting Grievance S.	W. Childress	o Supervisor R. M. Eddy
Gricvant(s) Local 1179		
	•	
N.C.S.D	Birth Date	Family Status
Contract Article Grieved (If Any)	Article 7.01	
Statement Of Grievance As Present	ed lise of service clerk d	ning deskran work
Grievance Meeting Held Aug. 12  Longth of Meeting 15 Minutes	198 <sup>75</sup> . Loca	ition 45 Oak Sc. Plattsbur
Management Committee	. Union Committe	
2.	<ol> <li>Childress,</li> <li>Coolidge,</li> </ol>	

# GENERAL COUNSEL'S EXHIBIT 38 — Report of First Step Grievance Review.

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	or consider the same				ou are tot.	
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de Bouranda	ion: Same as s	taterione				
(.e.t. ments	Jon:	race. enc.		<del></del>		
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	- 10 pmb warman at 10 safety ( , a					
				•		
•	ition: The job					
Je 1 clerk's	skill level.	ne jab does n	ot entail fun	ctions of a	luskman a	<u>e.</u> .:
Je 1 clerk's		ne jab does n	ot entail fun	ctions of a	luskman a	<u>e.</u> .:
Je 1 clerk's	skill level.	ne jab does n	ot entail fun	ctions of a	luskman a	<u>e.</u> .:
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Je 1 clerk's	skill level.	ne jab does n	ot entail fun	ctions of a	luskman a	<u>e.</u> .:
Je 1 clerk's	skill level.	ne jab does n	ot entail fun	ctions of a	luskman a	<u>e.</u> .:
Je 1 clerk's	skill level.	ne jab does n	ot entail fun	ctions of a	luskman a	<u>e.</u> .:
Je 1 clerk's	skill level.	ne jab does n	or entail fun	ctions of a	luskman a	<u>e.</u> .:
Je 1 clerk's	skill level.	ne jab does n	or entail fun	ctions of a	luskman a	<u>e.</u> .:
Je 1 clerk's	skill level.	ne jab does n	or entail fun	ctions of a	luskman a	<u>e.</u> .:
Je 1 clerk's	skill level.	ne jab does n	or entail fun	ctions of a	luskman a	<u>e.</u> .:
le 1 clerk's	skill level.	ne jab does n	or entail fun	ctions of a	luskman a	<u>e.</u> .:
Je 1 clerk's .c., adminis cosition Of (	skill level. Stration, etc. Aug	the face of the day of the face of the fac	ot entail fun	etions of a	rans Job.	
Je 1 clerk's .c., adminis cosition Of (	skill level.	the face of the day of the face of the fac	ot entail fun	etions of a	rans Job.	
Je i clerk's .c., adminis cosition Of C	skill level. Stration, etc. Aug	the face of the day	ot entail fun on the continue ten.	etions of a	pate	
e i clerk's	skill level.	ne jab does n	or entail fun	ctions of a	luskman a	e

GENERAL COUNSEL'S EXHIBIT 39 — Report of First Step Grievance Review.

CONFIDENTIAL	-75 "Plbg"	1975 Case Number _ 00-4734
COLLINE	•	Local Number 1179
Report of Firs  (Note: Please Furnish Sp. Save Answering Cues	ecific And Comp tloas At A Subs	
Presented August 18, 196 75 Time 10		on 45 Cak St. Plattsburgh
Steward Presenting Grievance S. W. Childress	т.	Supermetary 8 M Pdd.
	c	
Gricount(s) S. C. LeClair Title	Assimment Cle	rk Location Plattsbursh
#.C.S.D. 9-14-70 Birth Date		_Family Status
Contract Article Grieved (If Any) None		
Statement Of Grievance As Presented Why is so	rebudy loaned f	ton enother department
accepting repair job while regular repair clerk t	s en vacation.	when an ungrade to to
tot this job by a permanent person. Why can't	assignment girl	be looped for a section.
be given T.I. treatment for an upgrade and be be	ack filled by a	a educación de veex and
which was done when assignment girl was on vaca-	tica.	advanced assignment cleri
Grievance Meeting Hold August 18, 19875	5. Locat	ion Placesburgh
Length of Meeting 15 Minutes	-	
Kanagement Committee	nion Committee	
1. R. H. Eddy	1. S. W. Child	ress
3.	2.	

# GENERAL COUNSEL'S EXHIBIT 39 — Report of First Step Grievance Review.

Service Bureau back filled repair service attendant position while	regular repair se	rvich'
attendant was on one week vacation.		
		•
m az errengereszene Minemagya Agrer kiráneszeneg es Az errelga esin, zete az telleken generőrekei k	(a. to myang disabili and on some	art,
mion's Presentation: Same as statement.		
	<u> </u>	
	•••	
		asitic
while the regular Repair Service Attendant is on vacation for the fol	llowing reasons:	
while the regular Repair Service Attendant is on vacation for the following the service attendant is on vacation for the following the service attendant is on vacation for the following the service attendant is on vacation for the following the service attendant is on vacation for the following the service attendant is on vacation for the following the service attendant is on vacation for the following the service attendant is on vacation for the following the service attendant is on vacation for the following the service attendant is on vacation for the following the service attendant is on vacation for the following the service attendant is on vacation for the following the service attendant is on vacation for the following the service attendant is on vacation for the following the service attendant is on vacation for the following the service attendant is on vacation for the following the service attendant is on the service attendant in the service attendant is only the service attendant in the service attendant is only the service attendant in the service attendant is only the service attendant in the service attendant is only the service attendant in the service attendant is only the service attendant in the service attendant is only the service attendant in the service	llowing reasons:	iant
Vanagement's Position: A losned employer is working on the Repair Scrubile the regular Repair Service Attendant is on vacation for the foll. It would not be feasible to train as assignment clerk on the Repair Position and then have to train another person for assignment or brindistrict on a board and lodging assignment to back fill an assignment	air Service Attend	lant
while the regular Repair Service Attendant is on vacation for the following the would not be feasible to train as assignment clerk on the Repair Service and then have to train another person for assignment or bring district on a board and lodging assignment to back fill an assignment.  Since one advance assignment clerk was on vacation during this tifeen difficult to back fill a possible vacancy on essignment by as a	llowing reasons:  air Service Attending a person into the clerk for one verice ire period it total	fant the sul
while the regular Repair Service Attendant is on vacation for the following the would not be feasible to train as assignment clerk on the Repair Service and then have to train another person for assignment or bring district on a board and lodging assignment to back fill an assignment.  Since one advance assignment clerk was on vacation during this tifeen difficult to back fill a possible vacancy on essignment by as a	llowing reasons:  air Service Attending a person into the clerk for one verice ire period it total	fant the sul
while the regular Repair Service Attendant is on vacation for the folic. It would not be feasible to train as assignment clerk on the Repair Sosition and then have to train another person for assignment or bring district on a board and lodging assignment to back fill an assignment.  Since one advance assignment clerk was on vacation during this tifeen difficult to back fill a possible vacancy on essignment by as a since that would leave only one clerk on advanced assignment.	llowing reasons:  air Service Attending a person into the clerk for one verice ire period it total	fant the sul
while the regular Repair Service Attendant is on vacation for the following the would not be feasible to train as assignment clerk on the Repair Solution and then have to train another person for assignment or bring district on a board and lodging assignment to back fill an assignment.  Since one advance assignment clerk was on vacation during this time difficult to back fill a possible vacancy on essignment by as a since that would leave only one clerk on advanced assignment.	llowing reasons:  air Service Attending a person into the clerk for one verice ire period it total	fant the sul
while the regular Repair Service Attendant is on vacation for the following the mould not be feasible to train as assignment clerk on the Repair Sisting and then have to train another person for assignment or bring district on a board and lodging assignment to back fill an assignment.  Since one advance assignment clerk was on vacation during this tifeen difficult to back fill a possible vacancy on essignment by as a since that would leave only one clerk on advanced assignment.	llowing reasons:  air Service Attending a person into the clerk for one verice ire period it total	fant the sul
while the regular Repair Service Attendant is on vacation for the following the mould not be feasible to train as assignment clerk on the Repair Societion and then have to train another person for assignment or bring strict on a board and lodging assignment to back fill an assignment.  Since one advance assignment clerk was on vacation during this time difficult to back fill a possible vacancy on essignment by as a since that would leave only one clerk on advanced assignment.  Maposition of Case: Pendips	llowing reasons:  air Service Attending a person into the clerk for one verice ire period it total	sant the su eek.  If have
while the regular Repair Service Attendant is on vacation for the foll. It would not be feasible to train as assignment clerk on the Repair position and then have to train another person for assignment or bring district on a board and lodging assignment to back fill an assignment.  Since one advance assignment clerk was on vacation during this timed difficult to back fill a possible vacancy on assignment by as a since that would leave only one clerk on advanced assignment.  Maposition Of Case: Pendips	air Service Attending a person into the clerk for one veried it sould advanced assignment	sant the su eek.  If have

# GENERAL COUNSEL'S EXHIBIT 40 — Report of First Step Grievance Review.

9-3530 6/64 Sheet 1 of 2	Case Humber_ UN4756
CONFIDENTIAL	Local Number [128
Report of	f First Step Grievance Review
(Note: Please Furni Save Answering	ish Specific Ami Complete Information g Questions At A Subsequent Date)
Presented 9-11-75 196 Time	11:30 AM Location Malone
Steward Presenting Grievance	To Supervisor H. Wells, Acta. 815
Gricvant(s) J. Cartwright	Title Janitor Location Malone
	location Balone
л.с.s.d. 4-26-71 Birth I	hate 3-18-50 Family Status Single
Contract Article Grieved (If Any)   None	
	<i>,</i>
	ployee felt he was bypassed when 2 people were p from Troy & Utica. Cartwirght has an Upgrade
and Transfer on file for I/R.	
Grievance Meeting Held September 17, 19	75196 . Location Malone
Length of Meeting 1/2 hour	
3	
Management Committee	Union Committee
1. H. Wells. Actg. Bldg. Foram.	1. R. VanSlyke, Pres.
2.	2. R. St.Hary. Steward

# GENERAL COUNSEL'S EXHIBIT 40 — Report of First Step Grievance Review.

P-3550 6/64 Sheet 2 of 2
Background Information - Grievance Involves & Situation In Which:
Joseph Cartwright, Janitor at Malone, felt he was hypassed when two people
were transferred to Installation.
Union's Presentation: Mr. Cartwright was refused promotion and others were moved in.
Employee has an Upgrade and Transfor on file for this opening.
E-PROSE DECEMBER CONTRACTOR SHOWS TO STAND SOFT THIS OPENING.
Hanagement's Position: Article 8 .01 and 8.02 of the Contract was read and discussed
that employee was getting mixed up between Article 8 and Article 35 (35.00)
which states that for every 2 employees transferred, one employee and the upgraded.
upgraceo.
•
Disposition Of Case: To be appealed.
Verbal Reply Given By H. Wells Time 9:30 AM Date 0/17/75
To Union Representative R. VanSlyke & R. St. Mary Date 9/17/75
Hote: A Review And Reply Must Be Made Within Seven (7) Days From Presentation C:
Grievance.

GENERAL COUNSEL'S EXHIBIT 41 — Report of First Step Grievance Review.

A-3590 6/64	Sheet	l of	2
EONFIDE	HTL	AL.	

ac XI

Case Number 512
Local Number 1

Report of Pirst Step Orlevance Review

(Note: Please Purnish Specific And Complete Information Save Answering Questions At A Subsequent Date)

Presented July 20 196 Ti	me 4170 PM	Location_	Ometida	neligie 1139 Departus escapa
Steward Presenting Grievance E. C. Har-	110008	To Sup	P. ervisor soil	Arrella ng Svo. Poress
Grievant(s) B. E. Ester	Title Comme	s.Seem.	ocation.	et da
R.C.S.D. Birth	Date	Par	mily Status	Earles -
Emptract Article Grieved (If Any)	tione			
Statement Of Grievance As Presented	Unjuridificia	e suspendica	ef R. E. Ka	ice
Grievance Meeting Held 7-31	_196 \$.	Location_	Oneri/sia	
Length of Meeting (O simples (See Gric	Ticos en il. L 3d Villado)	aior Concessuir	eg Destoris	M11 -
Management Committee				
. G. Joalin - Service Person		oczaittee		
	1. W. C	. Elma - Arc	a Represent	14740
H. D. Raleh - Plant Engage	. 1/ 10	1 00000 00		

## GENERAL COUNSEL'S EXHIBIT 41 - Report of First Step Grievance Review.

.8-3590 6/64 Sheec 2 of 2
Background Information - Grievance Involves A Situation In Which: Figlayes was suspended
from 9:00 A.M. 7-23-6h until 8:60 A.M. 7-27-64 - locs of 15 hours pay. Also see
sence dated 10-11-54, 12-3-56, Orievance Came # UN 451, Suspension papers dated 7-23-6
and Final Varning dated 7-23-64.
Union's Presentation: Employee was penalized for going home sick. It was stated that
it was possible he didn't have complete control of his thinking because of his
sickness or he was too sick to call.
Management's Position: Mr. Inter was last talked to for a minilar notion on April 9, 193
He was informed of his responsibilities and what to do in the event he wanted to loave for
any reason; call his or any supervisor and obtain permission. Mr. Keier agreed. The
employee, on 7-21-64, told the Plant Hamager that he loft the job because he was tired,
not because of steiness.
To an amounted that the audition of the same and the same
Disposition Of Case: It is expected that this grievenos will proceed to the next step.
Verbal Reply Given Ry C. Scelin, H. D. Bairh Time 9:00 A.M. Date 7-91-86
To Union Representative K. C. Kirns, W. Cross Date 7-31-64
Note: A Review And Reply Must Be Made Within Seven (7) Days From Presentation Of

Grievance.

GENERAL COUNSEL'S EXHIBIT 42 – Report of First Step Grievance Review.

P-3590	6/64	Sheet	1	of	2

9C 42

Case Number_	511
Local Number	1126

COMFIDENTIAL

Report of First Step Grievance Review

(Note: Please Purnish Specific And Complete Information Save Answering Questions At A Subsequent Intel

pave Ausver	ing Questions At A Subsequent Date)
Presented July 24 196 4 T	ime 4:30 ps location Cheida
Steward Presenting Grievance J. C. 2	in F. Karsella isglisees To Supervisor Asting Serv. Por
Grievant(s) R. K. Kaler	Title Comma.Sven. Location Oneida
H.C.S.D. 3-25-46 Birth	Date 2-17-21 Family Status Married - 1 Sca
Contract Article Grieved (If Any)	Rone
Statement Of Grievance As Presented	Employee ordered by New York Telephone Company ay \$5.00 doctor's fee.
Frievance Meeting Held 7-31 Length of Meeting 60 minutes (See Or	1964. Location Cheida  levance on E. Kaier concerning Suspension -
	presented 7-24-64)
Anagement Committee	Inion Committee
. C. Joelin - Service Foresen	1. K. Kinna - Area Representative
. H. D. Balch - Plant Hanager	2 H Ames Champs

### GENERAL COUNSEL'S EXHIBIT 42 — Report of First Step Grievance Review.

'8-3590 6/64 Sheet 2 of 2
Background Information - Grievance Involves A Situation In Which: Employee, bafure
returning to work after reporting out sick on 7-21-64, was requested to furnish a
decotor's certificate upon returning to work. Also see mease dated 10-11-54, 12-3-56,
Orievance Case # UH 461, Suspension Papers dated 7-23-64 and Final Warning dated 7-23-64.
Union's Presentation: The Commany should pay \$5.00 for doctor's fee as the employee
vinited the doctor at Company's request.
Management's Position: Due to eircumstances involved, with employee leaving the job
prior to his normal quiting time without permission, the action is justified. (See
Orievance regarding Suspension of this employee - presented ?-24-64)
Disposition Of Case: It is expected that this grievance will proceed to the next step.
Verbal Reply Given By C. Joelin, H. D. Balch Time 9:00 A.M. Date 7-31-64
To Union Representative K. Kinna, W. Cross Date 7-31-64
Note: A Review And Reply Must Be Made Within Seven (7) Days From Presentation Of
Orievance.

GENERAL COUNSEL'S EXHIBIT 43 - Report of First Step Grievance.

### COMPIDENTIAL

6/63 AC 43

REPORT OF FIRST STEP GRIEVANCE

UN-46:

DATE PRESENTED 5-7-64	TIME 8:30 A.M.LOCATION 208 Dix Ave., Cons Falls
STEWARD M. Maginn	SUPERVISOR C. B. Chadwick
CRIEVANT (S) N. C. Edwards	TITLE Inst. Reprin. COCATION Granville
CONTRACT ARTICLE CONCERNED ( IF	ANY ) Kome - Co. Union Agreement
HOTE: GIVE SPECIFIC INFORMATION	- BE THOROUGH - SAVE A LOT UF QUESTIONS LATER UN.
BACKCROUND: THIS GRIEVANCE INVOI	LVES A SITUATION THE LIVE OF

Installer Repairman N. G. Edwards was notified on 5-5-64 at 4:00 P.M. that he would be on temporary transfer on board and lodging in Albany, affective 5-11-64. He was told that this assignment would be for four weeks. This employee's normal reporting point is Granville Central Office, Granville, New York.

## GRIEVANCE PRESENTATION BY UNION:

Employee was not notified one full weak in advance of the board and lodging assignment. Based on the overtime work in the Lake George area this time of year the union does not feel that any board and lodging assignment in the "Z" force is feasible.

# MANAGEMENT POSITION AS STATED BY SUPERVISOR DURING THE MEETING:

Under the circumstances, management was unable to give the employee more advance notice than the six calander days. It was not definitely decided until 5-5-64 in the A.M. that the employee would be required for this assignment and he was notified at 1:00 P.M. in person by his supervisor.

### SPECIAL HOTES:

Union will grieve all such cases when one full week's notification is not given on any board and lodging assignment.

Attending Fangeent Attending Union

O, B, Unadwick K. Hagirn

No D. Hickey K. Lefebvre

Signed Q. B. Chadwick

from date presented)

Acting Service Foresen

## GENERAL COUNSEL'S EXHIBIT 44 - Report of First Step Grievance.

RSPC:	AL CL LEGI SIES	CHILANAUCE	
DATE PRESENTED 9-27-69	7DC3130 P.K.	LOCATION	250 Oencoes Street Utics, New York
STEWARD R. Keyer & R. Corn		SUPERVISOR	
GRIEVANT(S) R. Mayer & R. Bu	orkhart - Suitebs	165	Whitesboro Office
CONTRACT ARTICLE CONCERNED (I	F ANY) Equalis	stion of Over	time
PERTINENT BACKGROUND INFORMAT	TON.		
E. Champ working overtime in	Otics Central Off	ies and on oc	explotion of this
assignment was sent to Whitest	boro to clear wir	our elera-	
GRIEVANCE PRESENTATION BY UNI			
E. Champ already high on over to clear alarm that enother m	time - should not an lower on the o	t have been a greatine list	should have been
salled to cover alarm in white	esbaro.		i
HANAGEMENT POSITION AS STATEL	by emerones		
B. Champ was sent to Whitesto	,	e alarm. It	is a common practice
to send a man already on over or alarm exist. The amount o as to whether he will be sent	time or call out	to another l	ecation where trouble be determining factor
SPECIAL HOTES:			
			:
			1
		-	Test of
DATE REVIEWED 6-5-63	14-19	STORIED M	A MILE
from date pro		. 4	de la forme
			Jung 90 james

## GENERAL COUNSEL'S EXHIBIT 45 - Report of First Step Grievance.

## REPORT OF FIRST STEP CRIEVANCE

DATE PRESENTED 9-27-61 TIME	6130 P.M. LOCATION	200 Oceans Street
STEWARD R. MOTOT - R. COTT		F.A. Wendler
GRIEVANT(S) R. Pates	Settebase	Cortes Tall
CONTRACT ARTICLE CONCERNED (IF ANY)	Famelisation of O	and se
PERTINENT BACKCROUND INFORMATION:		
R. Dates on VHL program has become les	w on overtime list.	

### CRIEVANCE PRESENTATION BY UNION:

That R. Bates wishes to be removed from VEL program so that he may pick up his regular night tour. He feels that because of loss of his night tour while on VEL program has caused him to become less man on overtime.

## KANAGEMENT POSITION AS STATED HI SUPERVISOR:

At the beginning of the VIL 9-6-63, R. Bates was informed by F.A. Wendler that he was being assigned to the Vill program; that this program would run for a period of 6 to 8 weeks. If, during the Vill, R. Sates' regular night trick came up, he would not be able to work, therefore missing some 25 hours of overtime. It was explained that R. Sates would still be swallable for callocks and overtime assignments. He was also informed that once he was assignments to the VILL that he would not be removed until completion of the program, and that F.A. SPECIAL NOTES: Wendler did not have authority to remove him from the Villa.

BATE REVIEWED

(5 caleniar days limit from date presented)

STOREN

g- June

GENERAL COUNSEL'S EXHIBIT 46 - Central Area Union Grievance Meeting, 3-15-73.

## CENTRAL AREA UNION GRIEVANCE NEETING

Syracuse, New York, March 15, 1973

#### Second Step

### Local #1123

### Management

F.L. Poole, President

J.S. Ridgeway, Area Representative

M.B. Jackson, Steward

J.M. Taggart, District Plant Supt. J.P. Ritter, Plant Manager

### . Background

Mrs. Monica Christensen, acting Service Records Supervisor, was grieved by the Union through another supervisor and was being consured for the way she was performing her duties. (See Case #CC 2191.) The first step of this grievance was heard by Mrs. P.J. Gilmore, Service Records Supervisor - ESS and Advanced Assignment, and Mrs. Monica Christensen, acting Service Records Supervisor.

#### Union's Presentation

The Union stated that its bylaws do not permit Union rembers to accept an acting or temporary Hanagement position and feels that the Company should not have an acting Supervisor attend a grisvance meeting. It is the Union's contention that has Christensen is paying the equivalent of Union does and, in the Union's opinion, is a craft person. The Union wondered how the H.L.R.B. would rule on this?

The Union then spoke at length on why they were against their members accepting acting Management jobs and how the Company takes advantage of those employees that do accept acting positions. It is the Union's position that, instead of making temporary acting Supervisors, the Company make permanent Supervisors and when they are not needed, cut them back.

#### Management's Presentation

Management stated that they considered an acting Supervisor the immediate Supervisor and was in accordance with the agreement in having Mrs. Christensen attend the First Step Meeting of Case #UC 2191.

#### Maposition

Demied.

District Plane Superintendent

## GENERAL COUNSEL'S EXHIBIT 47 — Report of First Step Grievance Review with Attachments.

Re	view with Attachmen	nts.	
P-3590 6/64 Sheet 1 of 2	: 4	- + ) ~ ·····	-
CONFIDENTIAL		Case Number 2191	
		Local Number 1123	
	200 전 12점 (200 전 12점 ) - 12점 (201 전 201 전 2	Grievance Review	
	er true directions	And Complete Information At A Subsequent Date)	
Presented February 16 194 73	Time 3:30 PM	Location 321 Montgomery St.	, 9 <del>, .</del>
Steward Presenting Grievance Kny	E. Jackson	To Supervisor C. Parant	rsec
	**		
Grievant(s) issignment Clerks & Unio	on_fitle	[location	
H.C.S.D. Bir	th Date	Pamily Status	,
Contract Article Grieved (If Any)	Morse		
	• .		
Statement Of Grievance As Presented	The Union and Ba	aic Assignment group collective	ely
maider that Mrs. Christensen harasse	s them and super	vises in a completely impation	
mner.		Trade	<u> </u>
Grievance Heeting Held February 23	19873	Location 321 Montgomery St	., Sr.
Length of Meeting 30 Himtes		· · · · · · · · · · · · · · · · · · ·	
	*• 1:		
Management Committee	Union	Committee	

1. M.E. Jackson

2. J. Schofield

1. T.J. Gilmore

2. M.F. Christensen

P-3590 6/64 Sheet 2 of 2
Background Information - Grievance Involves A Situation In Which: Mrw. Numica
Christensen, Advanced Assignment Clerk, was expolated Acting Service Excords Savervisor
to replace Miss A. Stack, Supervisor of Basic Assignment, who is on a special assignment.
Union's Presentation: See Attachment 'A'.
See Atteniment IRI
Management's Position: See Attachment 'B'.
Disposition Of Case: Grievance demied. The Union indicated that they were going to appeal
to the next step. At the conclusion of the meeting, Er. Schoffeld made the statement, "I'll
be string you a grievance tomorrow because she (Indicating Mrs. Christensen) was here today
Verbal Reply Given By T.J. Dilmore 71me 1:30 PM Date 2-23-73
To Union Representative J. Schofield Date February 23, 1973
Note: A Review And Reply Must Be Made Within Seven (7) Days Prom Presentation Of

Grievance.

#### ATTACHMENT 'A'

### Union's Presentation

The Union contends that Mrs. Christensen frequently interrupts people engaged in conversation. They feel that, for the most part, they know their jobs and do not require these interruptions. Up until now they have not required interruptions and have functioned fairly well without them. They are all appraised fairly good and do not feel that Mrs. Christensen's interruptions and criticises are constructive.

The Union further contends that Are. Christensen has not used tact in her supervision, therefore adversely effecting the group harmony which would benefit both craft and the Company in the overall work operation.

The Union stated that at least six people in the issignment group have complained to the Union of their unhappiness. They feel abused by the way she presents her questions to them and feel that if criticism is required, that she be more tactful, do not interrupt them or ask them to change their seating arrangements, sit down when standing up talking, etc.

Overall, the group is completely frustrated and do not know what Mrs. Christenson expects of them. Not only are they frustrated on the job, they also carry these frustrations home.

The Union feels that a new supervisor tends to overdo but asks that Management assure them, in writing, at this time, that Mrs. Christensen will change her method of supervising or be removed from the position.

Case \$2191

#### ATTACEPENT 'B'

#### Management's Presentation

Since as specific incidents are available, other than vague references to interruptions and changing of seating arrangements and just a general feeling of the group, it is management's position that Mrs. Christenson's actions were correct and mecessary.

It is management's position that excessive conversation must be controlled to maintain organization. Hrs. Christensen's interruptions and requests for changes in secting arrangements were made in the best interest of meeting job requirements.

Escapement does not feel that Mrs. Christenson is harassing or acting irrational in has supervisory capacity and will not remove her from the acting position at this time.

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recall, your honor, we had introduced the minutes, GC 23 through 28 and we have now received the rest of the minutes for the rest of the grievances listed in GC Exhibit 19, which we would like to similarly introduce.

JUDGE CADSDEN: Haveyou shown those to Mr. Lipsitz?

12. YAKUR: They just arrived while Mr. Lipsitz was
examining his witness.

JUDGE CALEDEN: We'll take a brief recess.
(Short recess taken)

(At this time General Counsel's Exhibits 29 through 47, inclusive, were marked for identification)

JUDGE GADSDEN: Back on the record.

MR. INTCHMEAT: Your Honor, in view of the fact that we have just received, during the afternoon, documents which would support GC 19, the actual grievances, the rest of the grievances, which will supplement GC 23 through 28, and provide the complete information with respect to GC 19. They have been marked for identification as General Counsel's Exhibit 29 through 47, I believe, and I would propose to stipulate their introduction into evidence with the clarification that were Mr. Hennessy called to testify, as he was with respect to GC 23 through 28, he would testify similarly with respect to the documents GC 29 through GC 47, as it pertains to GC 19. We would propose to offer this introduction into evidence at this

time.

JUDGE CADCIEM: On that proposed stipulation?

M. MATCHEAT: Yes, your Monor.

BUDGE GADEREN: Do you agree to the stipulation?

M. LIPSITZ: I'll agree to the stipulation. Of course I renew my objection to their being received into evidence.

JUDGE GADSDEN: Certainly.

HR. LIFSTTZ: And if you will, for the same reasons I renew my request for adjournment of this hearing in order to properly assemble proof to rebut or otherwise meet the ewidence contained in those documents.

JUDGE GARSDEN: All right. The stipulation is received at this time as read and agreed to and Respondent's motion for adjournment is overruled. Respondent's objection to the admission of these documents, which were already, I believe the record will show, the basis upon which they were admitted in the first place, and the same premise applies to General Counsel's Exhibits 29 through 47. With that understanding the objection is overruled. They are received into evidence.

(The documents above-referred to, heretofore marked General Counsel's Exhibits 29 through 47 were received into evidence)

MR. LIPSITZ: Your Honor, just so the record is not obscure, I assume that if I ask for a continuation rather USA Reporting then an adjournment, your ruling would be the same thing?

	RI	ESPONDEN	T - CWA'S EX	XHIBIT 2	- Managemen	t Position Gui	ide.	
•. • .	. THE NEW YORK							-
•						<b>JOB</b> NO		5223
Tob	Title: Service Ed					NEW [	REVIS	SED ···
Ter	Foreman-Remair		[ncumbent:			Superv	visor' lant Ma	s Title:
$oldsymbol{L}$	Upstate	Area:	A11	De	Plant	Locati	on:	
	Codes: Job Functi 4042	ons: T	itle: 5500	FLSA	Class.:	7	((	K-2
Ana	D. J. Cillen		Appro	12/1	rtment He			Date 1-24-75
5 40 15 { '5 {	This job is Repair Service in dispatching, and and all types of knowledge of all requirements for He should also in the Bell System Trouble Reports. responsibilities Repair Service.  The incumbent Practices, and th RESPONSIBILITIES  1. Programs and ment Plan. 2. Observes the Quality and Co- emphasis on of 4. Reviews income Subsequent Reviews all co- cleared and co	closing special test destate variate a good Practices lie show of other trust have a good of other trust have lie union schedule quality lost Containes emericience ing troughorts. Completed losed outle ticker and legis effectively a condition of the major energy in the all designs of the condition of the major energy in the all determined the condition of the c	out of all service lisk techniquious types of understand as they apply the service lisk techniquious types of understand as they apply the service list as they apply the service list and line in a satist and line its and line	customines. The control of central central control of central centra	responsibiler trouble rehis supervisional offices and the abilion the handling relate to release of their ing observationity of according observationity of according to the handling observationity of according to the handling observationity of according to the handling observation of the handling observation of the handling of the han	ity for the reports on sor should knowledge served by ty to admig and analiated Praco their in mpany polification, Report to the repart of the	the receive contains have a of the the Ton inister typis of tices a volvement of the Marth part in Fore the for a ble for a le rependent in the Compher Mannher abut to the	ipt, testing re service thorough operational st Center. all of f Custemer and ent with rsonnel  re Manage— nagement icular eports, d by ave been accuracy, ort pattern tood and outer for manerant. moranl repair
,	14. Handles all constitution to install Participates i				tion of cana	iidates (o	r nrono	/3?
				•	• • • • •		v use o	f the

SERVICE EUPEAU FORE: WI-REPAIR (Cont'd.)

RESPONSIBILITIES (Cont'd.)

training at Company Training Centers.

17. Conducts Safety rectings and follows un with Safety Observations on the job.

16. Maintains individual records for each employee on productivity, quality, absence, accidents, training, etc. Participates in First Step Union Grievances.

COUTACIS

Contacts are usually at the same level with other Plant forces. Contacts are also made with the Engineering, Commercial, Accounting, and Sales Departments. The incumbent has direct contacts with many customers on complaints which he must handle personally and promptly to their satisfaction.

#### SUPERVISIO:

Due to various sizes of Repair Service Eureaus, this supervisor will directly supervise from 6 to 18 Repair Service Attendants, Service Clerks, and Deskmen.

#### AUTHORITY

The incumbent has the authority to make decisions involving the efficiency and operation of his group, and to authorize overtime within established guidelines. He must take charge during major emergencies until relieved by Higher Management.

Supervisory assistance is available when the occasion demands.

			JOU NO RE	/2 230/	
Job Title: LINE FOREMAN - BURIED	Incumbent G. F. F		Supervisor's Title: CONSTRUCTION SUPERVISOR		
MEN AOUR COLLEVIA	rea: SUF OLK	Dept.: FACILITIES	Location	: /	
Job Codes: المكانة	Title:	FLSA Class.:	Ho)	ibrook - 3	
Analysis By: J. A. Ch. G. Vopar	apman happro	Department He		Date 1/13/17	

#### JOB SURINRY

The basic function of this position is the supervision of craftsman in all operations associated with burying cable, placing conduit, job site restoration, splicing and terminating buried PIC cables. Because of the heavy construction equipment utilized, the greatest of safety precautions must be observed by the craftsman in performing their daily work operations to insure that tragedy does not occur and that no damage is done to physical structures, such as buildir homes, underground distribution facilities for NYT and other utilities, etc. The incumbent, therefore, is responsible for training his subordinates in the safe and proper operation of buildozers, plows, trenchers, back-hoes, air-compressors and jack-harmars, mechanized rollers and various types of hydraulic equipment.

The incumbent must possess complete familiarity with all relevant buried practices and local agreements as well as the maintenance and operation of all equipment in his charge. In addition, he must have a good working knowledge of all underground facilities associated with electric, water, gas, oil, and scwage distribution systems, and their critical characteristics. The incumbent must alshave a background in aerial and underground Line work, because of the frequent contacts and coordination necessary with buried activities. A knowledge of block cable work is required for cable work in buildings. He is also regularly required to take the weekend call-out assignment for Line Foremen - Aerial and

The daily routine of the incumbent requires the anticipation, recognition and removal of a variety of hazardous and unsafe conditions to both NYT employees those of other utilities and contractors, the general public and private property.

Roadblocks and potentially dangerous areas must be thoroughly inspected and removed or resolved prior to the work operation, particularly since many of the hazards are underground and not, therefore, easily identifiable.

Since the incumbent will be working on both public and private property in areas both populated and rural, he must be cognizant of those regulations and ordinances pertaining to the buried operation, as dictated by federal, state, county and local governments, and by the owners of property he transgresses.

#### RESPONSIBILITIES

30%

1. TRAINS and SUPERVISES craftsmen in the safe and proper use of the specialized heavy equipment used in burying cable and placing conduit (trenchers, plaws, jack-homers, mechanized pipe-pushers, hydrauliz reel-loaders, mechanized rollers), back-filling operations and digging splice pits (bulidozers, back-hoes). PROVIDES and SCHEDULES formal classroom training in identification and use of equipment (back-hoes, cable plaws, trenchers) types and sizes; actual practice in safe operation under close supervision; and routine

(Instructions on Reverse)

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maintenance procedures to be followed. TEACHES craftsmen to identify and locate sub-surface distribution systems through the use of Engineering prints, curb tags, road surface markings and symbols, in-ground plates, concrete or other monuments, etc. (The accurate is atification of indicators is necessary since many buried operations require the careful exposure, usually by hand, of both working telephone and live power cables in a common trench.) INSTRUCTS craftsmen in procedures to be followed when electric cables, gas lines, water pipes, etc. are accidentally hit, in order to control hazardous and dangerous conditions and insure rapid restoral of services. TRAINS splicers to complete PIC splices and terminate PIC cables. INSTRUCTS craftsmen in use of cable-locating equipment (Dynatel, "A"-Scope, Delcon) for use in determining exact location of existing plant prior to

placing new cable and digging splice pits. pines, ore.

PARCIPATIS in job design by INVESTIGATING (NIDING-OUT) planned route with Engineer prior to drawing of print, PRE-SURVEYS all jobs. INSPECTS all placing route's and splicing and terminating locations. IDENTIFIES, AMALYZZZ and RESCLYES existing and potential roadblocks such as electrical hazards, frozen soil conditions, highway crossings, etc. DETERMINES work area protection. ASCENTAINS availability of all required permits. DETERMINES placing method to insure safety, productivity, lowest restoral costs and greatest customer acceptance. SELECTS proper equipment. VERIFIES or CORRECT job design to accommodate final field conditions. RECOMMENDS changes in capie or route to issuing Engineer. VERIFIES delivery of correct cable. CCORDINATE use of equipment with other Foremen. SCHEDULES transportation of cable and equipment to job site. INSPECTS site immediately prior to work operation, and ASSUMES that final grade and other builder responsibilities are met. RE-EVALUATES situations affected by inclement weather or temporarily adverse substrate conditions and DETERMINES manpower, equipment and procedural revisions. ADAPTS or ALTERS activities at the request of municipal road and building inspectors. PROVIDES and MAINTAINS vehicular and pedestrian traffic controls. ARRANGES security and protection of cable left on the job site. RECOGNIZES and RESPONDS to customer, public and governmental reaction to job Operations. SECURES and makes-safe open trenches and excavations each night to the satisfaction of builders, customers, municipalities and WYT. COMPLETES large scale temporary restoration jobs on highways and in manholes after placing and splicing operations.

COORDINATES joint-buried field activities between NYT and other utilities (electric, gas, water), CALLS utility counterpart each morning; COOMDINATES and SCHIRLES daily job plan; MEETS with utility foreman on job site to resolve difficult problems that cannot be eliminated through telephone cails. TRAINS and SUPERVISES craftsmen in joint buried procedures and regulations. and in safety precautions that must be followed. ANALYZES manpower distribution. SCHEDULES movements of equipment, cable and personnel.

OBTAINS rates for equipment and labor by individual contractor; SELECTS contractor on basis of best job for least cost; ARMANGES and SCHEDULES contract labor for those jobs requiring specialized skills such as landscaping and road restoral, SUPERVISES progress, IMSURES proper job standards ere met. ANALYZES contractor bills; VERIFIES authenticity and correctness of completed work; RECOMMENDS payment to Construction Supervisor.

ADMINISTERS plans and PERFORMS functions associated with the supervision of NYT field personnel: Accident Prevention Plan; Human Resources Plan; Union-Management Agreement; Absence Control Plan; Equal Employment Opportunity Guidelines; Construction Force Management Plan; OSMA guidelines; Plant

Management Guide; Upgrade and Transfer Plan; Plant Costs Results Plan; Mechanized Work Reporting.

6. RESPONDS to emergencies (broken poles, storm conditions, highway accidents, cable failures, etc.). The incumbent must be available 24 hours a day, seven days a week, and is subject -- with all other Line Foremen -- to compulsory rotational weekend and holiday assignments.

#### CONTACTS

The incumbent has frequent contacts with builders and contractors in the course of proparing job sites for safe and efficient cable placing and splicing operations: grades must be acceptable, mounds of dirt removed, building materials relocated, etc., since potentially unsafe or hazardous environmental conditions generally exist on construction sites prior to NYT job operations being performed these cannot be tolerated and must be eliminated in advance. Private property owners must be reassured that all construction disruptions will be reconciled through restoral, and complaints of unacceptable restorals must be resolved. Building and road inspectors have requirements, sometimes arbitrary, that must be negotiated and satisfactorily settled on the job. Foreign utility personnel have their particular objectives that must be met; frequently their job operations are in conflict with NYT requirements for optimum performance. The incumbent, as the field representative for NYT, must deal with all problems in a way that will produce the best possible results.

Within MT, contacts are made with Splicing and other Line Foremen to coordinate related placing and splicing activities. Frequent contacts are made with the Engineer to modify work prints and update Engineering records, and with Right-Gf-Way representatives to determine whether all permits and easements have been secured and are in-hand. Daily contacts are maintained between the incumbent with Supply personnel and Motor Vehicle Foremen and craftsmen to discuss problems and scheduling of availability of supplies and repair of motor vehicles and equipment. Occasional contacts are made with Special Agents to initiate investigation into thefts of cable and materials and unauthorized tameering with equipment. The normal grievance procedure requires that the incumtent have occasional dealings with union representatives in order to resolve problems between craft and management.

#### SUPERVISIO:

The incumbent normally supervises an average of eight (8) linemen and one (1 splicer with an approximate annual payroll of \$135,000. Notor vehicles and equipment at the incumbent's disposal is valued in excess of \$300,000.

#### AUTHORITY

Decisions normally entail a high degree of judgement since they are complicated by many string, external and often uncontrollable influencer such as weather, traffic accessibility, other construction activity and municipal regulations governing the operation. The safety ramifications of the incumbent's daily decisions cannot be understressed; the correct reaction to hazardous field situations strongly effects both NYT and the public. The Construction Supervisor is available for advice; however, the Line Foreman - Buried, is required to properly deal with most situations as they occur.

The incumbent must determine correct equipment usage, traffic conditions, road structure and public effect, and has freedom to act accordingly. As a resulthe areas of safety, productivity, costs or restoration and NYT public image are directly effected by his independent activities. ALL Costs Associated with

•			JOB 110. FX 2303
1			NEW X REVISED
	irle: . nose	Incumbent: W. E. Dockendorf	Supervisor's Title:
	Area  OK COMPANY St  odes: Daritis  Hazo	Title: FLSA Clas	TIES . / K 44 .
Analys	Sis By: J. A. Chapma G. Voparil	75	7 ( C. C.   Date
	JOS SERVARY		upervision of all craftsmen involve
	in cable splicing act maintenance, and incl reinforcements, splic Knowledge of t is required in order productivity and cost Accident preve employee injury must incumbent is response through observation, By the nature of the which the work is per bodily injury constan either eliminate or a	ivities excluding those gudes such operations as of ing cables and rearranged he most productive and ento meet service commitment objectives set forth by nation efforts, safe practible for motivating subcretaining, corrective activork performed and the activorative arise. The incumbent	enerally associated with cable able "throws", cut-overs, conducting
	RESPONSIBILITIES		
207.	RECONCILES discretorints. RECONNENT or skteches to Entire with the splice location points of various in the field. Its blocks such as elected of splicing to be job at optimum was the renewal.	epancies between field compancies between field compancies, RE-DAMIS and refineering for correction ith Line force counterpartons, splice formations, seconductor counts.) APPR ENTIFIES, ANALYZES and RE lectrical hazards, access thicular flow. DETERMINE to used. ESTINATES manpowers performance. ("Optimumber of hours required by	e prints, diagrams and plats.  Inditions and Engineering work  FORMANDS reconciliation prints  of records. COONDINATES changes  t. (Changes may consist of revisions  tubbing arrangements, or "pick-up"  OVES Engineering prints as workable  SOLVES existing and potential road- ibility to work location, traffic  S work area protection and methods or hours required to complete  um estimated hours" are defined  y an average experienced craftsman
	to complete a wo	rk operation, using the a insurance hours" for brea	kdown of contributing operations
207	undergrand, bur	led, submarine and block	
	1 5	olice cases	

2. VSO closures

- 3. PIC cable closures
- Various wire-joining methods
  - "B" Wire Connectors 1.
  - 2. Conventional
  - 3. 3M Module
  - Twis and-solder (fold-back)
  - 5. 710 connectors
  - Scotch-Locks
  - 7. Pic-a-bond connectors
- Pressure plugs pulp and PIC cables
- Types of terminations for pulp and PIC cables
  - 1. Hardwire terminals
  - 2. 49A and all other Ready-Access terminals
  - "C" 50 and "E"-type protectors, 300, 301, 302, 303-type connectors, 444C Jacks.
- Identification of conductors through the use of the various types of test equipment, such as:
  - 1. 76C Test Set (provides talking circuit and sends tone for the purpose of conductor identification).
  - 2. 91A Test Set (amplifier used in connection with tone identification of 76C Set).
  - 3. Rapid Pair-Tester (high productive means of performing test for short circuits, crosses and grounds on newly built-up dead cable).
  - 4. Cut-Closed Set-AT-3241 (provides a means for transfer of working pairs in exchange cable without causing interference).
  - 5. KS-8455 meter (picks up defective pairs and determines direction of fault).
  - 6. Various other available testing gear (Breakdown Sets for locating fault locations in new cable with a high refect rate, etc.).
- DETERMINES degree of anticipated productivity, FOLLOWS-UP to insure standards are met. SCHEDULES field visits to observe safety procedures being observed; methods utilized; quality of work done during various stages of completion. COMPARES and AMALYZES estimated with final results; ACTS
- INSTRUCTS employees in the proper techniques for spllicing in all types of 4. telephone cable plant; TRAINS his subordinates in dangers and problems associated with joint pole usage, trenches and foreign utilities. (Problems and dangers are involved through presence of electricity, gas, water, electrolysis, corrosion, toxic gases, etc.)
- TRAINS subordinates to perform in all aspects of cable splicing: random splicing of pulp cable conductors; handling of working cables in the areas of "throws", reterminations, tapacitance and resistance loadings; section replacements, section throws, and re-routes of cabbe plant; setting-up cable; and arrangements of cable and splices to be located within the confines of a manhole, cable vault, frame trap, etm., to avoid unnecessary congestion and future loss of use of available spame cable ducts.

6. INSTRUCTS and SUPERVISES safe procedures to be followed in work areas:

optimum use of work area protection; use of explosimeter to detect explosive gases; equipment that can, and cannot, be used in manholes; use of insulated gloves, "B" Voltage Tester, handling hot solder pots, hot soldering coppers propane furnaces, acetylene torches, gasoline powered ventilators and generators, in addition to anticipating, recognizing and correcting hazards unsafe conditions when work aloft on poles (stepped and unstepped with climbers), ladders, aerial platforms, also vehicle-mounted ladders and aerial bucket rigs, etc. ADMINISTERS all relevant aspects of Accident Prevention Plan. COMDUCTS monthly safety meetings and more numerous individual, informal job site sessions.

ADMINISTERS plans and PERFORMS functions associated with the supervision of NYT field personnel: Accident Prevention Plan; Human Resources Plan; Union-Hanagement Agreements; Absence Control Plan; Equal Employment Opportun Guidelines; Construction Force Hanagement Plan; OSHA guidelines; Plant Management Guide; Upgrade and Transfer Plan; Plant Costs Results Plan;

Mechanized Mork Reporting.

SELECTS and GRDERS material required. COORDINATES all work operations with a required associates, internal and external to NYT. SCHEDULES and GUPUNVISUS rush jobs. ADVISES Management Center personnel of job status, ANALYZES service commitment dates and degree of urgency of service requirements. DETERMINES realistic completion dates. SCHEDULUS tours and allocates overtime to subordinates in order to meet commitments, considering field conditions, availability of material, equipment, job availability and accessibility.

ladder rigs; bucket trucks; underground splicing units (Theleo, Pelsue, and Hesco self-contained splicing modules consisting of pump, blower, heater, generator, highway warning, and illumination devices); pumps;

blowers; heaters; pneumatic tools; etc.

#### CONTACTS

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The incumbent's daily functions require frequent contacts with peers outside NYT; for example: foreign utilities, contractors, builders, outside craftsmen and local law enforcement agencies. The contacts involve coordination and negotiation between the incumbent and the above external parties so that all forces may properly sequence their respective job operations for optimum performance with minimal effect on the general public, their properties, or vehicular traffic flow. All work operations supervised by the incumbent are exposed to public view; therefore, as a direct representative of NYT, he must carry out all policies, practices and guidelines and observe limitations as established by NYT.

The incumbent must coordinate all work operations with the following forces within NYT:

a. Frame Forces (back-taps)

- b. Aspair Service Bureau (testing of conductors pertaining to "throw" work)
- c. Sheetwriters to update and verify any changes in throw sheets)
- d. Motor Veheile force (special maintenance efforts on pumps, blowers, heaters and vehicles performed on job sites, in addition to normal maintenance functions)
- e. Assignment Office personnel (subscriber records and information from cable-conductor record books)

f. Engineering (reconciliation of any differences or changes between work print and field conditions)

The incumbent's contacts range from craft through Second Level supervisors and, on occasion, discussion with District Level.

#### AUTHONITY

Within the scope of established procedures, policies and limitations, the incumbent has the authority to direct all phases of his job to meet established objectives. He can schedule his force through shifts to meet Routine Expenditure Control (NEC) Plan requirements and special field conditions such as watery manholes and traffic problems, and can schedule limited overtime to meet the demands of a given job. The Control Foreman or Construction Supervisor are available for assistance when needed.

Decisions frequently involve a high degree of judgement since they are complicated by factors such as weather, traffic, accessibility and foreign construction activity, which are beyond the incumbent's control.

#### SUPERVISION:

The incumbent is responsible for the supervision of 9 splicers with and annual payroll of approximately \$135,000. He is also responsible for splicing motor vehicles, equipment and tools with a total value of approximately \$110,000.

Job Ticlo: Chare Splicing reasons-main	Incumbent:	J. J. Postel	NEW X REVISED Supervisor's Title: CONSTRUCTION SUPERVISOR
	Area: NATTAU	Dept.: FACILITIES	Location: (10)
Job Codes: ত্র্নার্ডর:	Title:,	FLSA Class.:	1-10
Analysis By: J. A. Ch G. Vopar	MA	Spiriture of the second	1 //5//-

The incumbent is responsible for the upkeep and repair of aerial, buried, underground, block (house) and submarine cables, both Trunk and Exchange, through the use of the most modern tools, equipment, materials and methods available.

The main thrust of the position is directed toward training and supervising maintenance splicers in the clearing of cable troubles, responding to emergency situations, and implementing various preventive maintenance programs. The goal of the incumbent is two-fold: (1) restore lost service as supidly and as safely as possible, (2) eliminate or reduce the severity of conditions that could lead to service outages; with minimum possible inconvenience to subscribers and lowest cost to NYT.

Due to the conditions under which associated job functions are performed, maintaining the safety of both Maintenance Splicers and the public in general is an area of highest priority. Maintenance work frequently occurs in locations, for example, such as manholes, trenches, excavations and along pole lines adjacent to thoroughfares with a high density of vehicular traffic, and frequently in proximity to live, high voltage electric power wires and attachments; each particulation involves specific hazards and unsafe conditions that must be resolved prior to beginning the work operation. Mazards and unsafe conditions complicate the maintenance of outside plant but become even more complex since cable restored occur during all hours of day and night and under all weather conditions. The incumbent is responsible for motivating subordinates in safe working hibits through observation, training, corrective action and setting the proper example.

#### RESPONSIBILITIES

- 207. 1. TRAINS and SUPERVISES personnel in the safe and efficient use of related cable pressurization equipment and specialized cable fault locating equipment, for example;
  - a. Wheatstone Bridge (used for measuring and pinpointing conductor troubles in cable plant, such as shorts, crosses, grounds)
  - b. Delcon Sets (open-fault locator; buried- underground cable-path finder; and conductor-fault locator)
  - c. Dynatel Sets (buried cable conductor-fault locator; and cable-path finder)
  - d. Breakdown Set-KS 14101 L5 (high voltage 630v applied to cable conductors to facilitate fault-locating of short, crosses, and vet conductors in wet pulp cable)

- e. "H" Scope (used to identify path of buried and underground cable)
- f. Exploring Colls (used to trace audible signals on cable of eductors)

  8. Volt-Ohmmeters (used to measure electrical energies and resistance
- of cable conductors)

  h. KS-8455 Nater (picks up defective pairs and determines direction of foult)
- Other available specialized testing equipment associated with subscriber, trunk, and various types of carrier circuits.
- . J. Pressure monitoring devices transducers, contactors, flew-meters, and alarm systems (status indicators of the pneumatic condition of pressurized cable)
- k. Pressure leaf-locating equipment Delcon amplifier, pressure gauges portable air-flow indicators (used to assist in determining the exact location of leaks in pressurized cable)
- 2. INSTRUCTS and DIRECTS the use of specialized vehicles and equipment: aerial ladder rigs and bucket trucks; underground cable splicing units (Pelsue, Thelco and Mesco self-contained splicing modules consisting of pump, blower, heater, generator, highway warning and illumination devices); pumps, blowers heaters, pneumatic tools, Gen-er-rac; safety equipment ("B" Voltage tester, gas indicators, traffic warning devices, rubber gloves, etc.). Special concentration is dedicated to safety procedures relating to the use of vehicles and equipment. Such procedures include defensive driving practices setting-up work area protection equipment at manholes and poles so that vehicular and pedestrian traffic is properly diverted, while at the same time insuring the safety of graftsmen; testing for noxious fumes and ventilating manholes; testing poles and fixtures for unsafe power conditions grie to ascending and performing work activities within the confines of approved joint utility practices.
- TEACHES and OVERSEES craftsmen in splicing techniques associated with both new and existing aerial, underground, buried, submarine and block (house) cable:
  - ... a. Wiping load sleeves

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- b. Installing various types of cable closures
  - 1. Splice cases
  - 2. VSO closures
  - 3. PIC cable closures
- c. Various wire-joining methods
  - 1. "B" Wire Connectors
  - 2. Conventional
  - 3. 3M Module
  - 4. Twist-and-solder (fold-back)
  - 5. 710 connectors
  - 6. Scotch-locks
  - 7. Pic-a-bond connectors
- d. Water-proof buried cable practices (compound-filled closures and "jelly-filled" coble).
- . . e. Pressure plugs pulp and PIC cables
  - f. Types of terminations for pulp and PIC cables
    - 1. Hardwire terminals
  - ..... 2. 49A and all other Ready-Access terminals

- h. Identification of conductors through the use of the various types of test equipment, such as:
  - 76C Test Set (provides talking circuit and sends tone for the purpose of conductor identification).
  - 91A Test Set (amplifier used in connection with tone identification of 76C Set).
  - 3. Cut-Closed Set-AT-8241 (provides a means for transfer of working pairs in exchange cable without causing interference
- 1. Drying techniques of wet pulp cable conductors
- 207 4. ADMINISTERS and DIRECTS craftsmen on Preventive Maintenance Programs,
  - Cable Pressurization installation of monitoring devices, pipemanifold assemblies, test points, pressure plugs in pulp and PIC
     cables, manhole transducer racks and transducer assemblies; leaklocation through use of specialized equipment, plotting and analyses
    of pressure graphs; theory and operation of central office and polamounted air dryers, etc.
  - b. Cable Venting (to allow cables to respond to differences in internal and atmospheric pressures by admitting or releasing air through predetermined sheath opening locations - installing pressure plugs and cable vents)
  - c. Ready-Access Terminal reconditioning or replacement
  - d. Taped-cut elimination (permanent sleeves or splice closures placed over taped cable openings to reduce possibility of failure of conductors within cable sheath)
  - e. Recovery of defective conductors through the Defective Pair Administration Plan which provides a systematic procedure to identify, monitor and repair defective cable pairs
  - f. IDENTIFIES and SURVEYS areas of problem cable conditions. RECOMMENTS cable replacements or DIRECTS programmed cable rehabilitation effort in areas identified. FORWARDS all necessary pertinent information to Engineer for reconciliation with permanemt Engineering cable records.
- FAMILIARIZES subordinates with the dangers and problems associated with join 102 poles, trenches and foreign utilities. Problems and dangers develop due to presence of electricity, gas, water, electrolysis, corrosion, toxic gases, etc. INSTRUCTS and SUPERVISES safe procedures to be followed in work areas; optimum use of work area protectection; use of explosimeter to detect explosive gaser; equipment that can, and cannot, be used in manholas; use of insulated gloves, "B" Voltage Tester; handling hot molder pots, hot solderin coppers, propone furnaces, acetylene torches, gasoline powered ventilators a generators; in addition to anticipating, recognizing and correcting and hazardous, unsafe conditions when working aloft on poles (stepped and unstepped with climbers), ladders and aerial platforms, also vehicle-mounted ladders and aerial bucket rigs, etc. ADMINISTERS all relevant aspects of Accident Prevention Plan. CONDUCTS monthly safety meetings and more numerous individual informal job-site sessions. INSPECTS amd APPROVES work area protection. FOLLOWS-UP on all safety aspects pertaining to both subordinates and plant conditions. INITIATES necessary corrective action on deteriorated hazardous plant, gas conditions within manholes, umsafe electrical power coaditions, broken or inoperative safety protection devices, unsafe acts .. performed by employees; etc.
- 5%. 6. RESPONDS to out-of-hours cable failures. MUSTERS required force and provides necessary supervision. The incumbent must be available 24 hours a day, seven days a week, and is subject to compulsory weekend and holiday assignments. READS and AMALYZES cable prints, diaggrams and plats.

  DEVELOPS and USES count-analysis information to assist in reducing elapsed
  - times of service outages. DETERMINES if cable or terminal replacement is

required, and to what extent. COORDINATES all necessary operations with the appropriate Line Foreman. RECORDS and DIRECTS all plant changes to Engineering to reflect actual field conditions on permanent cable records. SCHEDULES force to meet demands of trouble load (Shifts, "N" and "H"-day programs.

ADMINISTERS plans and PERFORMS functions associated with the supervision of NYT field personnel: Accident Prevention Plan; Human Resources Plan; Union-Management Agreement; Absence Control Plan; Equal Employment Opportunity Guidelines; Construction Force Management Plan; OSMA guidelines; Plant Management Guide; Upgrade and Transfer Plan. Plant Costs Results Plan; Mechanized Work Reporting.

#### CONTACTS

Daily operations require the incumbent to maintain a variety of contacts with persons at his level and to District and Division level on occasions. He must deal with other Field Foremen (Splicing, Line Buried, Back-Tap) not only in routine work, but during emergent situations. Contact with NYT inside force include Test Bureau and Frame Foremen (and their personnel) to resolve cable troubles; Assignment Office Supervisors and Engineers to obtain necessary cable data; and Buried Foremen (Line) or outside contractors to obtain special digging equipment. In addition, meets with contractors specializing in restoral work (landscaping, roads, sidewalks, menholes, etc.). and must negotiate arrangements through the Maintenance Control Center for restorals to public and private property.

The incumbent represents NYT management at first step in the grievance procedure and, as such, has occasional contact with union representatives.

The incumbent's operation is exposed to the general public and subscribers on a daily basis and his craftsmen must perform many of their service restouch operations on private property, therefore he must successfully project positive NYT policies and a good NYT image.

#### AUTHORITY '

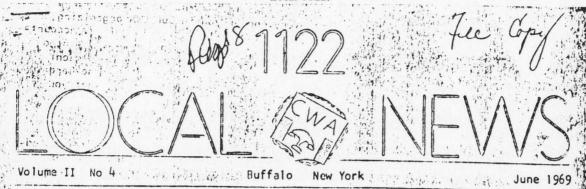
The incumbent is authorized, within the scope of present NYT practices and procedures, to identify and correct all personnel, administrative and technical problems with minimum supervision. He has complete field responsibility and authority to accomplish major cable failure restoration efforts, and restoration of all other service outages whose fault is located within cable, including decisions as to: methods that will be followed; outside contractor arrangements and assignment; special materials and equipment (pumps, blowers, cable) that are required (and arrangements for their procurement made); special NYT assistance that is necessary (Test Bureau, and Central Office personnel, District Engineer); etc. Major failures are defined as those cable failures where 25 or more circuits are affected or where important customers or services are affected. Cable sheaths contain as many as 2700 cable pairs and it is not uncommon for the incumbent to be directing all facets of a service restoral operation in a cable of this size. Consideration must be given not only to reducing service outages in minimum time, but also to special circuits (QLL, burglar alarms, FAA, madio, hespital, fire, police, military, etc.) that are contained within the same sheath.

In other than emergency work situations, the incumbent is still required to make the majority of the decisions pertaining to his job operation, although the Maintenance Center (Control) Foreman or the Construction Supervisor - Maintenance is generally available for assistance pertaining to those cases of emergent pature or otherwise.

#### SUPERVISION

The incumbent is responsible for the supervision of eight (8) maintenance splicers with an annual payroll of \$117,600. He is also responsible for eight (3) splicing rigs (motor vehicles), equipment, and tools with a total value of approximately \$120,000.

RESPONDENT - CWA'S EXHIBIT 18 - Newsletter, June 1969 of Local 1122.



# i. 105%. Charles of a second

Opportunities for securing permanent managerial positions in the Buffalo area for our members have been enhanced as a result of the action taken by Local 1122 members at the regular membership meeting Friday evening, May9th.

Moved , seconded and unanimously passed by the meeting was this motion:

"Effective June 1st, 1969, no union member within the jurisdiction of this Local shall accept the position of Acting Supervision. If any member shall do so, appropriate action of any lawful procedure up to and including expulsion from the local union shall be taken.

Effective June 1st, 1969, all union members within the jurisdiction of this Local now serving in the capacity of Acting Supervision shall return to their craft positions or be subject to the same appropriate action."

This means that when the company wants foremen, they will have to make them permanent. No more dangling the carrot to fill a two week expediency position. No more Acting Foremen on our vacation schedule to alleviate the permanent foreman's vacation schedule. No more hanging on the hook for years to find out too late that the company was using you.

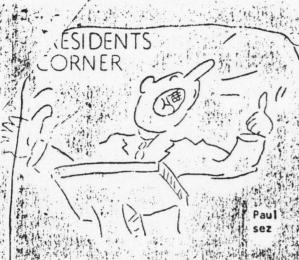
No more "naughty, naughty, stay away from union activities" thoughts in the good union man's mind. If they want him for foreman they will have to make him permanent. The type of the 超级的 医内侧部 医皮肤 医皮肤性 医皮肤性 医皮肤

In Local 1103 (downstate) the company has promoted almost twice as many members to permanent management since their Local's ban on "acting".

Now, if we could only get the company to remove the Scab criteria

115. O.1. E11. stands for Extra Operating Expenses.

UE. O. E. I is every non-union member being represented by Local 1122. The law states we have to represent ALL employees in the Bargaining Unit. Let's cut down Local 1122's "E. O. E." by signing up the non-member now. RESPONDENT - CWA'S EXHIBIT 18 — Newsletter, June 1969 of Local 1122.



within the first week after the membership voted to ban "Acting Foremen" and even before the June 1st effective date, the company immediately promoted a number of our members to "Permanent Foreman" — guys that the company had been playing the "Acting Game" with for some time (the proof is in the pudding.) Conjecture on what we might have gained on bargaining with the company in return for some allowable useof "acting forement certainly doesn't seem to indicate anything worth the price of not completely eliminating the "acting foreman cancer" from our midst.

Jane 69.

I would ask the support of each and every one of you in our CWA organizing drive just kicked off in NY Tel traffic, accounting and commercial departments. We need them as much as they need us to present a united front to the company at the Bargaining Table. Remember, however, that you may be much more aware of this than they are and you should make every effort to let them know.

We will all benefit from being united"one company-one union". When you are
approached to help in some way- whether
to handbill or whatever, remember you help
yourself as much as them by contributing
to the drive.

In fact, without your help- the job may not get done.

Most of your dues dollar is returned to you in services. There is no multimillion dollar Organizing Fund in our CWA treasury to do the job. If we are to make "one company- one union" a reality in NY Tel, I need you-

they need you-

Paid

Paul 3. McGavis, President

## AROUND THE COUNTRY

WE DID IT AGAIN



In the dispute between the CWA and the New York
Telephone Company relative to the intent and
meaning of Article 6.01 of our contract-(case 1-69-25) which was arbitrated by
Arbitrator Thomas Christensen, Vice President
George Miller has informed us that Professor
Christensen has completely upheld the Union's
point of view.

A Partition

The Company, as you know, took the position that leaves of absence for union business would not be granted unless the Union agreed that the time would not be utilized for organizing purposes. The Union has always contended that the Company could not write the job description for a union representative.

RESPONDENT - CWA'S EXHIBIT 18 - Newsletter, June 1969 of Local 1122.

May 12, 1969

At Friday night's 1122 Membership meeting, the membership overturned the Local Executive Board's position and instead moved from the floor and passed, intact and unanimously, the Tri-Local Council's resolution. This Membership action reversed the 1122 Executive Board position which had been to agree to bargaining as the company had proposed after the Tri-Local action if the company was willing to substantially reduce and confine "acting" to true candidates plus compensate membership for remaining use in some way- i.e. craft training craft rate after formal training. Notice to the company and International of 1122's changed position are being dispatch The issue boiled down to more permanent foremen if no acting - as has occurred in other banning locals plus fully ridding themselves of the acting foreman cancer and they chose not to put a price on something less than this. While the fruits of bargaining may now remain pure conjecture, it was a pleasure for the Board to find unanimous concurrence on the evil of 'acting'. Truly an enlightened membership; especially the speakers who supported the ban who were now "Acting Foremen".

May 19th, 1969

Local 1122 Membership action to ban acceptance of Acting Supervision Assignment by 1122 members is effective June 1st. All members now serving in an Acting Supervision capacity should notify their supervisor of their intention of returning to their craft status by June 1st. Just last week the company promoted a number of our members to permanent management (Very Interesting). Pension improvements are effective June 1st with vested rights and complete elimination of social security deductions from pensions. Automatic wage increases and straight 10% differential for night tours are effective July 29th.

HE LITTLE LADIES